



Meeting of the Board of Trustees

June 25, 2018

CALL TO ORDER: 4:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)

1.4 Conference with Labor Negotiators (GC Section 54957.6)

A. Unrepresented Employees

Agency Designated Negotiator: Ann-Marie Gabel, Interim Chancellor

B. Faculty Association (FA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

C. Classified School Employees Association (CSEA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

D. Police Officer's Association (POA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources

1.5 Conference with Legal Counsel (Government Code Section 54956.9)

A. Anticipated Litigation (Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9) (2 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Tim Jemal

2.3 Pledge of Allegiance

Led by Trustee David Lang

2.4 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report (*Written Report included*)
- C. College Presidents' Reports (*Written Reports included*)
- D. Associated Student Government Reports (*Written Report included*)
- E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of Regular Meeting held on May 21, 2018.

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

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

- 5.3 **Saddleback College and Irvine Valley College: Community Education Fall 2018**
Approve Fall 2018 Community Education courses, presenters, and compensation.
- 5.4 **Saddleback College: Revised and Deleted Curriculum for the 2018-19 Academic Year**
Approve the proposed revised and deleted curriculum for the 2018-19 academic year at Saddleback College.
- 5.5 **SOCCCD: Renewal and Update of District-wide Cooperative Work Experience Education (CWEE) Plan**
Accept for review and study the proposed SOCCCD CWEE Plan prepared by the colleges.
- 5.6 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conference(s).
- 5.7 **SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts**
Approve authorizing individuals occupying the positions listed to be approved to execute documents and contracts as listed.
- 5.8 **SOCCCD: Division of the State Architect (DSA) Inspection Services Pool**
Approve the eight firms listed for a pool from which to draw DSA Inspection services for no greater than a five year period from June 26, 2018 to June 25, 2023.
- 5.9 **SOCCCD: Agreements for Software Development Services, Management Applications, Inc. and iSpace**
Approve the agreements for software development services with Management Applications, Inc. for an amount not to exceed \$370,000 per year and iSpace for an amount not to exceed \$202,000 per year, with both agreements for the terms from June 26, 2018 through August 21, 2022.
- 5.10 **SOCCCD: Gifts to the District**
Accept the donation as listed.
- 5.11 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations as listed.
- 5.12 **SOCCCD: Budget Amendment: Adopt Resolution No. 18-15 to Amend FY 2017-2018 Adopted Budget**
Adopt Resolution No. 18-15 to amend the FY 2017-2018 Adopted Budget as listed.
- 5.13 **SOCCCD: December 2017 – March 2018 Change Orders/ Amendments**

Ratify the change orders and amendments as listed.

5.14 **SOCCCD: Purchase Orders and Checks**

Ratify the purchase orders and checks as listed.

5.15 **SOCCCD: May – 2018 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **SOCCCD: Tentative Budget for FY 2018-2019**

Approve the tentative budget for FY 2018-2019 as presented.

6.2 **SOCCCD: Authorization to Form ATEP Facilities Corporation Public Hearing**

Open a public hearing and invite members of the public to present their comments with regard to the formation of the ATEP Facilities Corporation.

6.3 **SOCCCD: Authorization to Form ATEP Facilities Corporation**

Approve formation of ATEP Facilities Corporation as an auxiliary organization of the District and authorize the Interim Chancellor or Vice Chancellor of Business Services to proceed with all actions reasonably necessary to form the Auxiliary. The Interim Chancellor further recommends approval of the Master Agreement and Asset Management Agreement setting the terms upon which the Auxiliary will provide services for the benefit of the District.

6.4 **SOCCCD: Approval of Declaration of Covenants, Conditions and Restrictions for Advanced Technology Education Park (ATEP)**

Approve the ATEP CC&Rs and authorize the Interim Chancellor or Vice Chancellor of Business Services to execute the ATEP CC&Rs on behalf of the District and to proceed with all other actions necessary to record the ATEP CC&Rs and any subsequent amendments or supplemental declarations against the real property within ATEP.

6.5 **SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage, Energy Service Contract Public Hearing**

Open a public hearing and Invite members of the public to present their comments with regard to the Energy Service Contract, to install behind-the-meter battery energy storage equipment, at Irvine Valley College.

6.6 **SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage, Adopt Resolution No.18-16, Authorizing Entering into an Energy Service Contract**

Adopt Resolution No. 18-16 to authorize entering into an Energy Service Contract for the Irvine Valley College Behind-the-Meter Battery Energy Storage project.

6.7 **SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage**

Project, Award of Energy Management Services Agreement, Hybrid-Electric Building Technologies West Los Angeles 1, LLC

Approve the Energy Management Services Agreement for the Irvine Valley College Behind-the-Meter Battery Energy Storage project with Hybrid-Electric Building Technologies West Los Angeles 1, LLC, with a monthly energy management services fee of \$4,492, for a period of ten years, and an estimated contract value of \$539,040.

6.8 SOCCCD: Saddleback College Science, Mathematics & Engineering Building Renovation Project, Saddleback College Technology & Applied Sciences Assessment & Irvine Valley College Structural Analysis, Condition Assessment Services Agreement, Walter P. Moore

Approve the Walter P. Moore Condition Assessment Services agreement for the Saddleback College Science, Mathematics & Engineering Building Renovation, the Saddleback College Technology and Applied Sciences assessment, and Irvine Valley College Structural Analysis, in the amount of \$720,000.

6.9 SOCCCD: Saddleback College Stadium and Site Improvement Project, Construction Management Services Agreement, APSI Construction Management

Approve the APSI Construction Management agreement for Construction Management Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$1,109,518.

6.10 SOCCCD: Amendment No. 1 to Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)

Approve the Amendment No. 1 to the Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD and authorize its execution by the Interim Chancellor or Vice Chancellor, Business Services.

6.11 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, materials, supplies, software, hardware, technology and associated services, maintenance and custodial supplies, filters, products and equipment.

6.12 SOCCCD: Access Control & Security Systems and Hardware, CMAS Agreement No. 3-17-84-0052B and 4-16-84-0053A with Blue Violet Networks, LLC

Approve the use of CMAS contracts No. 3-17-84-0052B for Avigilon access control and security systems and No. 4-16-84-0053A for Schlage and Van Duprin hardware for the purchase, warranty, and implementation, integration and installation of security access control systems, surveillance systems, and software maintenance and hardware products and award contracts to Blue Violet Networks, LLC.

6.13 SOCCCD: Resolution No. 18-14 to Close County Treasury Fund 41 for the

Facilities Capital Outlay Fund

Adopt Resolution No. 18-14 as presented to close Fund 41 for the Facilities Corporation Capital Outlay Fund at the County Treasury.

6.14 SOCCCD: Authorization to Voluntarily Dissolve the Advanced Technology and Education Park (ATEP) Foundation

Authorize the Interim Chancellor or Vice Chancellor, Business Services to proceed with the actions necessary to dissolve the nonprofit corporation known as the Advanced Technology and Education Park (ATEP) Foundation.

6.15 SOCCCD: Board Policy Revision: BP-107 Board Policy and Administrative Regulation, BP-126 Quorum and Voting, BP-130 Public Participation at Board Meetings, BP-132 Speakers, BP-134 Decorum, BP-2001 Administrative Organization, BP-2101 Delegation of Authority to the College President, BP-2125 Weapons on Campus, BP-4030 Volunteer Assistance, BP-5611 Open Enrollment, BP-6105 Prerequisites, Corequisites, and Advisories Policy, BP-6160 Final Exams, BP-1300 Speech and Advocacy, BP-8000 Speech and Advocacy

Accept for review and study the board policies as listed.

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Ratification of Updated Job Description and Timeline of Saddleback College President, Extension of Administrative Temporary Assignment, Reduced Contract Request Leave, Resignation/Retirement/Conclusion of Employment.

6.17 SOCCCD: Faculty Conversion to Canvas One-Time Stipends

Ratify Academic Employee Personnel Actions.

6.18 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Eliminate Classified Positions and/or Position Numbers, Authorization to Establish and Announce Classified Positions, Reorganization, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year on Classified Positions, Change of Status, Out of Class Assignments For Positions that Are Vacant During Recruitment for Permanent Appointments, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

6.19 SOCCCD: Classified School Employees Association (CSEA) Successor Agreement – Tentative Agreement

Approve Tentative Agreement with CSEA for 3-Year Successor Agreement.

7.0 REPORTS

7.1 Saddleback College and Irvine Valley College: Annual Accreditation Reports

Annual accreditation reports for the Accrediting Commission for

Community and Junior Colleges.

7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**

None

7.3 **SOCCCD: List of Board Requested Reports**

Status of board requested reports from the South Orange County Community College District Board of Trustees.

7.4 **SOCCCD: CCCT Student Trustee Member Election – 2018**

CCCT Student Trustee Member Election Information.

7.5 **SOCCCD: Facilities Plan Status Report.**

Status of current construction projects.

7.6 **SOCCCD: Monthly Financial Status Report.**

The reports display the adopted budget, revised budget and transactions through May 31, 2018.

7.7 **SOCCCD: OPEB Trust Fund**

Report for the period ending April 30, 2018.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

*Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet. **Speakers are limited to 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.**



BOARD OF TRUSTEES REQUEST FOR REPORT

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Requests for Reports" section of the Board meeting agenda.

Date: May 21, 2018

Trustee(s) Name: Trustee James Wright and Trustee TJ Prendergast

Specific Request for Report:

Please provide a report on how our campuses (Saddleback College and Irvine Valley College) are preparing to meet the changes dictated by Assembly Bill 705, signed into law October 2017. Specify:

1. What immediate changes are occurring?
2. What are the time lines?

In addition, please provide what the plans are for the Early College Program and the assessment used to admit incoming college students.

Reason for Request (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

Assembly Bill 705 requires community colleges to use high school grades for placement in English and math to give students the best possible chance of completing transfer-level course within one year.

All California Community Colleges will have to work to make meaningful changes to their assessment, placement, student support services, and academic supports to meet critically important goals of the law. Full implementation of AB 705 is required by fall 2019.

FOR INTERNAL STAFF PURPOSES

Staff needed for report preparation:

Estimated time to prepare report:

Chancellor's comments:

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

May 21, 2018 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
May 21, 2018**

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

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

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Student Discipline (EC 72122) (1 matter)

1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)
- B. Public Employee Performance Evaluation (Government Code Section 54957(b).) (1 matter)
 - 1. Interim Chancellor

1.5 Conference with Labor Negotiators (GC Section 54957.6)

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

1.6 Conference with Real Property Negotiators (GC Section 54956.8)

- A. Exchange of Property:
Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Interim Chancellor
- B. Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Interim Chancellor (Seller); and Gregory Gotthardt, FTI Consulting, Inc. (District Real Estate Advisor)

1.7 Conference with Legal Counsel (Government Code Section 54956.9)

- A. Anticipated Litigation (Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9)
(3 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

Open session was reconvened at 7:15 p.m.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board denied an academic employee's appeal of an administrative determination alleging discrimination.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, the board approved the expulsion, in open session, of a Saddleback College student (ID# 598978) pursuant to Education Code 72122. The motion passed on a 7 to 0 vote with Student Trustee Hoang abstaining.

2.2 Invocation Led by Trustee Barbara Jay

2.3 Pledge of Allegiance Led by Trustee Tim Jemal

2.4 Swearing In: Student Trustee Evelyn Hoang Oath of Office to be administered by Board 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 it to the board's Executive Assistant. These forms are available outside the board room. Speakers are limited to up to two minutes each.

There were no public comments.

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 included)

Written Report

C. College Presidents' Reports (Written Reports included)

Irvine Valley College Written Report

Saddleback College Written Report

D. Associated Student Government Reports

ASIVC Written Report

E. Board Request(s) for Reports

Trustee Wright requested a board report on AB 705 and Trustee Prendergast requested to add the Early Start Program to the report.

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

4.0 DISCUSSION ITEMS

- 4.1 SOCCCD: Advanced Technology and Education Park (ATEP) Development Update and Proposed Legal Structure
The ATEP CC&Rs, Auxiliary Documents, and SOCCCD-CSEA MOU will be presented to the board of trustees along with other timely information regarding the status of the ATEP
site.

Item 4.1
Exhibit A-I

Executive Director of Public-Private Partnerships, Victor Negrete provided an update on the development of the Advanced Technology and Education Park.

5.0 CONSENT CALENDAR ITEMS

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

Trustee Jemal requested to remove item 5.2 and Trustee Wright requested to remove item 5.6 for separate discussion and action.

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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of Regular Meeting held on April 30, 2018.

Item 5.1
Exhibit A

5.2 SOCCCD: Resolutions
Item 5.2

Resolution

1. Lori Mangels, Classified Employee Outstanding Service Award, District Services

Resolution

2. Christine Swanson, Outstanding Classified Employee of the Year, Saddleback College

Resolution

3. Brian Kim, Outstanding Classified Employee of the Year, Irvine Valley College

The honorees receiving resolutions were acknowledged and congratulated by Board President Jemal.

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

- 5.3 Saddleback College: New and Revised Curriculum for the 2018 19 Academic Year
Approve the proposed new and revised curriculum changes for the 2018-19 academic year at Saddleback College

Item 5.3
Exhibit A-B

- 5.4 SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 4 with Advance Beauty College and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy
Approve Saddleback College Amendments No. 4 with Advance Beauty College and Amendments No. 3 with New America Beauty Education Corp., DBA Hair California Beauty Academy to renew the Cosmetology and Cosmetician (Esthetician) agreements term for the third one-year extension, beginning July 1, 2018 and ending June 30, 2019.

Item 5.4
Exhibit A-D

- 5.5 SOCCCD: Saddleback College, Vocational Cosmetology and Cosmetician (Esthetician) Education Services Agreements, Amendments No. 3 with Saddleback Beauty Academy

Approve Amendments No. 3 with Saddleback Beauty Academy to renew the Saddleback College Cosmetology and Cosmetician (Esthetician) agreements for the second one-year extension, beginning July 1, 2018 and ending June 30, 2019.

Item 5.5
Exhibit A-B

- 5.6 SOCCCD: Saddleback College Stadium and Site Improvement Project, Assistant Division of the State Architect (DSA) Inspection Services, The Vinewood Company LLC

Approve The Vinewood Company LLC agreement for Assistant Division of the State Architect (DSA) Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$215,100.

Item 5.6
Exhibit A-B

A correction was noted on Exhibit B, page 17 of 21. Kim McCord's last name had a typo and it will be corrected.

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

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

Item 5.7
Exhibit A

- 5.8 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 5.8
Exhibit A

- 5.9 SOCCCD: Irvine Valley College Library Building Waterproofing Project, Award of Bid No. 344, Otero Construction, Inc.

Award Bid No. 344, Library Building Waterproofing project and approve the agreement with Otero Construction Inc., in the amount of \$344,283.

Item 5.9

Exhibit A-C

- 5.10 SOCCCD: California Environmental Quality Act Exemption for Battery Energy Storage Project at Irvine Valley College
Declare the Battery Energy Storage project at Irvine Valley College to have no significant impact upon the environment and authorize the filing of the Notice of Exemption.

Item 5.10
Exhibit A

- 5.11 SOCCCD: Declare Miscellaneous ATEP Furniture As Surplus and Approve Donation to the City of Tustin
Approve the donation of miscellaneous furniture listed to the City of Tustin.

Item 5.11
Exhibit A

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

Item 5.12
Exhibit A

- 5.13 SOCCCD: Budget Amendment: Adopt Resolution No. 18-11 to Amend FY 2017-2018 Adopted Budget.
Adopt Resolution No. 18-11 to amend the FY 2017-2018 Adopted Budget as listed.

Item 5.13
Exhibit A

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

Item 5.14
Exhibit A

- 5.15 SOCCCD: March 2018 Contract Amendment
Ratify the amendment as listed.

Item 5.15
Exhibit A

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

Item 5.16
Exhibit A-C

- 5.17 SOCCCD: April – 2018 Contracts.
Ratify contracts as listed.

Item 5.17
Exhibit A-B

6.0 GENERAL ACTION ITEMS

- 6.1 Saddleback College and Irvine Valley College: Student Government Tentative Budgets FY 2018-2019

Approve the FY 2018-2019 tentative student government budgets as presented in EXHIBITS A & B by student representatives. A presentation on the subject will be made to the board of trustees this evening.

Item 6.1
Exhibit A-B

Student government leaders presented the Associated Student Government tentative budgets for Fiscal Year 2018-2019.

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

- 6.2 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Energy Services Public Hearing

Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Service Contract to replace the interior lighting fixtures with new energy efficient LED fixtures and wireless controls at Saddleback College.

Item 6.2

The board president recessed the regular meeting of the board to a Public Hearing in order to provide the public an opportunity to comment on the subject of the Saddleback College Energy Service Contract. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 6.3 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Adopt Resolution No. 18-12, Authorizing Entering into an Energy Service Contract

Adopt Resolution No. 18-12 to authorize entering into an Energy Service Contract for the Saddleback College Interior LED Lighting and Controls Retrofit project.

Item 6.3
Exhibit A

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

- 6.4 SOCCCD: Saddleback College Interior LED Lighting and Controls Retrofit Project, Award of Energy Services Contract, Clear Blue Energy Corp.
Approve the Energy Services agreement with Clear Blue Energy Corp., for the Saddleback College Interior LED Lighting and Controls Retrofit project, in the amount of \$1,373,541.

Item 6.4
Exhibit A

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

Extend the meeting to 9:30pm

At 8:53 p.m., Trustee Lang moved and Trustee Wright seconded to extend the meeting to 9:30 p.m. The motion carried on a 7-0 vote.

- 6.5 SOCCCD: Basic Aid Allocation Recommendation FY 2018-2019
Approve the basic aid funding allocations for FY 2018-2019 in the amount of \$83,191,044, which will be included in the FY 2018-2019 Tentative Budget. A presentation on the subject will be made to the board of trustees this evening.

Item 6.5
Exhibit A-B

An overview of the basic aid allocation recommendations for Fiscal Year 2018-2019 was presented to the board for information and discussion prior to approving the basic aid allocation recommendations for 2018-2019.

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

- 6.6 SOCCCD: Request to Reschedule July 23, 2018 Regular Meeting of the Board of Trustees
Approve request to reschedule July 2018 Regular meeting in accordance with California Government Code Section 54955 and in compliance with Board Policy 120.

Item 6.6

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 6 - 1 vote with Trustee Wright casting a negative vote.

- 6.7 SOCCCD: Consolidated Elections for Members of Governing Boards

Approve Resolution 18-13 to notify the Orange County Department of Education of the consolidated election specifications.

Item 6.7
Exhibit A

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

- 6.8 SOCCCD: Annual Approval for Student Trustee to Receive Compensation, to Make/Second Motions for Board Meetings, and term commencement
Approve compensation for the Student Trustee; allow the student trustee to make and second motions; and approve the term commencement date of May 15.

Item 6.8

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

- 6.9 SOCCCD: Saddleback College Stadium and Site Improvement Project, Material Testing and Inspection Services, C.E.M. Lab Corp.
Approve the C.E.M. Lab Corp. agreement for Material Testing and Inspection Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$472,453.

Item 6.9
Exhibit A-B

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

- 6.10 SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Award of Bid No. 346, Otero Construction, Inc.
Approve award of Bid No. 346, Irvine Valley College Construction Defects, Performing Arts Center project and approve the agreement with Otero Construction, Inc., in the amount of
\$643,474.

Item 6.10
Exhibit A-B

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

- 6.11 SOCCCD: Irvine Valley College B300 Exterior Improvements Project, Award of Bid No. 348, Amtex Construction

Approve award of Bid No. 348, Irvine Valley College B300 Exterior Improvements project and approve the agreement with Amtex Construction, in the amount of \$813,636.

Item 6.11
Exhibit A

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

- 6.12 SOCCCD: ATEP Site Utilities and Infrastructure Phase I Project, Change Order No. 4, Griffith Company
Approve Change Order No. 4 for the ATEP Site Utilities and Infrastructure Phase I project and authorize staff to execute the corresponding change order with Griffith Company, resulting in an increase of \$283,106, for a revised contract total of \$6,128,121 and time extension of 94 days.

Item 6.12
Exhibit A

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

- 6.13 SOCCCD: Advanced Technology and Education Park (ATEP) Site Utilities and Infrastructure Phase I Project, Notice of Completion, Griffith Company
Authorize filing the Notice of Completion for the ATEP Site Utilities and Infrastructure Phase I project to Griffith Company, for a final contract amount of \$6,128,121.

Item 6.13
Exhibit A

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

- 6.14 SOCCCD: District-wide Network Security Firewall Annual Maintenance Services and Support, Utilizing the National Association of State Procurement Officials (NASPO) under the Western State Contracting Alliance (WSCA) Cooperative Purchasing Program, Master Price Agreements Nos. AR626 to Palo Alto Networks, through its value added reseller Optiv Security, Inc.
Approve the use of Master Price Agreement No. AR626 awarded by the State of Utah in association with the NASPO/WSCA, and approved for usage by the State of California pursuant to the California Participating Addendum No. 7-14-70-11. This approval applies to procurement of ongoing annual service subscription and support for the District-Wide Network Security Firewall equipment from Optiv Security, Inc.

Item 6.14
Exhibit A

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

- 6.15 SOCCCD: Agreement for Software Development Services, Neudesic, LLC
Approve the work order with Neudesic, LLC for an amount not to exceed \$538,151 for the term of May 22, 2018 through August 31, 2019.

Item 6.15
Exhibit A

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

- 6.16 SOCCCD: Board Policy Revision: BP-103 Board Membership, BP-105 Organization of the Governing Board, BP-162 Communications Among Board Members, BP-1510 Native American Graves and Repatriation Act, BP-3101.6 Real Property Management, BP-3201 Capital Construction, BP-4000.4 Equal Employment Opportunity, BP-4345 Catastrophic Leave Accept for discussion and approval policies as listed.

Item 6.16
Exhibit A-H

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

- 6.17 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 6.17
Exhibit A

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

- 6.18 SOCCCD: Faculty Conversion to Canvas One-Time Stipends
Ratify 2017 – 2018 Faculty stipends for Canvas conversion.

Item 6.18
Exhibit A

Trustee Lang requested a report on how the actual stipends compare with the previous estimates. He added that the report will be useful in considerations of current contract negotiations.

Trustee Prendergast requested that on the next agenda, a percentage of how many faculty have applied for stipends and a running total be presented.

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

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

Item 6.19
Exhibit A

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

- 6.20 SOCCCD: Annual Report on Fourth Year Probationary Faculty
Recommended for Tenure
Approve tenure for full-time faculty members who have completed the
four-year tenure-track plan.

Item 6.20
Exhibit A

Vice Chancellor Vyskocil pulled the 18th candidate, from Human Services, from the annual report recommended for tenure.

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

- 6.21 SOCCCD: Destruction of Class 3 Disposable Records
Approve destruction of Class 3 disposable records in compliance with
code.

Item 6.21
Exhibit A

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

6.22 SOCCCD: ReNew Apartments, Assumption of Lease and Release, and Related Estoppel and Agreement for New Lessee, Bel Canto Real Estate Partners VIII, LLC

Approve the assignment of the Ground Lease by FPA4 to Bel Canto and approve a motion to authorize the execution by the Interim Chancellor and/or the Acting Vice Chancellor of Business Services of the Assignment Agreement and the Estoppel Agreement and any other documents necessary to carry out the terms thereof.

Item 6.22
Exhibit A-C

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

7.0 **REPORTS**

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

Item 7.1

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

Item 7.2
Exhibit A

7.3 SOCCCD: Facilities Plan Status Report
Status of current construction projects.

Item 7.3
Exhibit A

7.4 SOCCCD: Monthly Financial Status Report
The reports display the adopted budget, revised budget and transactions through April 30, 2018.

Item 7.4
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 9:22 p.m. in memory of James Running, classified employee at Irvine Valley College.



Ann-Marie Gabel
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim 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 Interim 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**

**New
Early Childhood Associate Teacher COP**

The Early Childhood Associate Teacher Certificate of Proficiency meets the academic requirements of the California Child Development Associate Teacher Permit which enables teachers to work in state or federally funded programs. This Permit also requires work experience of a minimum of 50 days of 3 hours per day in an Early Childhood setting. This requirement may be met through a 3-unit CWE 168: Human Development course

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|---|---|--------------|
| <i>Complete the following courses:</i> | | |
| 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 |
| HD 115 | Introduction to Curriculum | 3 |
| HD 120 | Child Guidance and Discipline | 3 |
| <i>Complete 2 units from the following courses:</i> | | |
| HD 231 | Child Maltreatment: Identification and Treatment | 1 |
| HD 232 | Children and Divorce | 1 |
| HD 250 | Teaching Mathematics in Play-Based Early Childhood Programs | 1 |
| HD 251 | Teaching Science in a Play-Based Early Childhood Program | 1 |
| HD 252 | Teaching Literacy in a Play-Based Early Childhood Program | 1 |
| HD 253 | Dealing with Challenging Children | 1 |
| Total | | 14 |

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

**Exhibit A
Page 2 of 3**

| 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 3 of 3**

| School | Catalog Id | Course Id | Abbreviated Course Title | Action Taken |
|--------------------------------|-------------------|------------------|-------------------------------------|--|
| Business Sciences | 140.15 | ACCT 204 | Accounting Applications: QuickBooks | rec prep, tps, lrng obj, moe, assign, txt |
| | 14322.00 | ENTR 200 | Pathways to Success | Noncredit to Credit |
| Social and Behavioral Sciences | 13221.00 | HD 115 | Introduction to Curriculum | sch desc, tps, moe, assign, txt |
| | 3795.10 | HD 160 | Advanced Curriculum Planning | prereq fr HD 101, 110, 115, 145, and 150 to None , tps, lrng obj, moe, assign, txt |

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|---|-------------|--|--------------|------------|
| Adult | Acrylic/Oil Painting Workshop | 8/1 - 12/31 | Jean Marie Christian (I) | 50% Net | \$147 |
| | Associate Certified Electronics Technician (CETa) | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Become A Professional Organizer | 8/1 - 12/31 | Nancy Miller (E) | 50% Net | \$39 |
| | Beginning and Intermediate Watercolor Workshop | 8/1 - 12/31 | Jean Marie Christian (I) | 50% Net | \$168 |
| | Beginning Blues Harmonica | 8/1 - 12/31 | David Broida (E) | 50% Net | \$49 |
| | Beginning Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Beginning Ukulele | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$100 |
| | Blogging for Fun and Profit | 8/1 - 12/31 | Bob Cohen (I) | 50% Net | \$39 |
| | Botanicals Watercolor Workshop | 8/1 - 12/31 | Jean Marie Christian (I) | 50% Net | \$168 |
| | Community (HOA) Leadership Training Program | 8/1 - 12/31 | Community Associations Institution (I) | 50% Net | \$75 |
| | Creative Digital Portrait Photography | 8/1 - 12/31 | Laura Hoffman (E) | 50% Net | \$168 |
| | CTE: Dental Assisting | 8/1 - 12/31 | College and Career Advantage (I) | Grant | Grant |
| | CTE: Pharmacy Technician | 8/1 - 12/31 | College and Career Advantage (I) | Grant | Grant |
| | CTE: Surgical Technician | 8/1 - 12/31 | College and Career Advantage (I) | Grant | Grant |
| | Dance Classes for Adults | 8/1 - 12/31 | TBA | 50% Net | \$59 |
| | Discover Photography: Part 1 | 8/1 - 12/31 | Laura Hoffman (E) | 50% Net | \$135 |
| | Discover Photography: Part 2 | 8/1 - 12/31 | Laura Hoffman (E) | 50% Net | \$168 |
| | Drawing Workshop | 8/1 - 12/31 | Jean Marie Christian (I) | 50% Net | \$147 |
| | Eagles Intermediate Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Electricity and Electronics Fundamentals | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Eliminate Clutter in Your Home and Office | 8/1 - 12/31 | Nancy Miller (E) | 50% Net | \$39 |
| | FCC General Radiotelephone Operator's License (GROL) Elements 1 and 3 | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Feng Shui Tools for Better Living | 8/1 - 12/31 | Feng Shui Solutions (I) | 50% Net | \$49 |
| | Fiber Optics Installer | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Fingerstyle Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$90 |
| | First Hand French | 8/1 - 12/31 | Nancy Allah (E) | 50% Net | \$85 |
| | Foreign Language Students | 8/1 - 12/31 | FLS International (I) | Varies | Varies |
| | Hand and Wheel Ceramics | 8/1 - 12/31 | Adrian Sandstrom (E) | 50% Net | \$150 |
| | Hand and Wheel Ceramics | 8/1 - 12/31 | Don Ryan (E) | 50% Net | \$150 |
| | Healthy Harmonica: Songs and Rhythms | 8/1 - 12/31 | David Broida (E) | 50% Net | \$39 |
| | HiSet Testing | 8/1 - 12/31 | Javier Corrales (E) | Varies | Varies |
| | How To Be Published for FREE! | 8/1 - 12/31 | Mike Rounds (E) | 50% Net | \$39 |
| | How To Create A Website in 24 Hours for FREE! | 8/1 - 12/31 | Mike Rounds (E) | 50% Net | \$39 |
| | How To Play Piano By Ear | 8/1 - 12/31 | Craig Coffman (I) | 50% Net | \$45 |
| | How To Sell on eBay® | 8/1 - 12/31 | Frances Greenspan (E) | 50% Net | \$65 |
| | How to Sell Your Ideas and Inventions | 8/1 - 12/31 | Mike Rounds (E) | 50% Net | \$39 |
| | HSE Computer Technology Learning Center | 8/1 - 12/31 | Adult Education Instructor (E) | Grant | Grant |
| | HSE Math | 8/1 - 12/31 | Adult Education Instructor (E) | Grant | Grant |
| | HSE Math - Spanish | 8/1 - 12/31 | Adult Education Instructor (E) | Grant | Grant |
| | HSE Reading/Writing | 8/1 - 12/31 | Adult Education Instructor (E) | Grant | Grant |
| | HSE Reading/Writing - Spanish | 8/1 - 12/31 | Adult Education Instructor (E) | Grant | Grant |
| | HVAC - Heating Ventilation Air Conditioning | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Increase Your Income with a Home-Based Business | 8/1 - 12/31 | Nancy Miller (E) | 50% Net | \$39 |
| | Instant Piano for Hopelessly Busy People | 8/1 - 12/31 | Craig Coffman (I) | 50% Net | \$45 |
| | Intermediate Beatles Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Intermediate Blues Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Intermediate Guitar | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Introduction to Digital Photography: "The Camera Class" | 8/1 - 12/31 | Laura Hoffman (E) | 50% Net | \$45 |
| | Introduction to Wine Appreciation | 8/1 - 12/31 | Michelle Mooney (E) | 50% Net | \$85 |
| | Investment Boot Camp | 8/1 - 12/31 | Jalon O'Connell (E) | 50% Net | \$39 |
| | Investment Strategies for Growth and income | 8/1 - 12/31 | Charles Goffin (E) | 50% Net | \$39 |
| | iPhones®, iPads®. . . and I'm Lost® | 8/1 - 12/31 | Bob Cohen (I) | 50% Net | \$39 |
| | iPhones®, iPads®: Beyond the Basics | 8/1 - 12/31 | Bob Cohen (I) | 50% Net | \$39 |
| | Italian Supreme: A Taste of Italy | 8/1 - 12/31 | Conversa (I) | 50% Net | \$153 |
| | Loan Signing Specialist Training | 8/1 - 12/31 | Masters Notary Academy (I) | \$35 PP | \$70 |
| | Makeup 101 | 8/1 - 12/31 | Michele Godinez (E) | 50% Net | \$175 |
| | Marketing Your Business on Facebook and Social Media Sites | 8/1 - 12/31 | Bob Cohen (I) | 50% Net | \$49 |
| | Master Your Investments | 8/1 - 12/31 | Jalon O'Connell-Morton (E) | 50% Net | \$70 |
| | Networking Security (2020) | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Notary Public Training | 8/1 - 12/31 | Masters Notary Academy (I) | \$35 PP | \$70 |
| | Online No-Credit Classes | 8/1 - 12/31 | Education To Go (I) | \$55-\$175pp | \$94-299 |
| | Piano Made Easy Series | 8/1 - 12/31 | Craig Coffman (I) | 50% Net | \$75 |
| | Proctoring Services | 8/1 - 12/31 | In-House Services (E) | PP | \$50-75 |
| | Protect Your Property with Patents, Trademarks, and Copyrights | 8/1 - 12/31 | Mike Rounds (E) | 50% Net | \$49 |
| | Quilting | 8/1 - 12/31 | Pam Hadfield (E) | 50% Net | \$150 |
| | Residential Care Facility for the Elderly (RCFE) | 8/1 - 12/31 | Laura Ferral, M.H.A.(E) | 50% Net | \$500 |
| | Residential Care Facility for the Elderly (RCFE) | 8/1 - 12/31 | Michael Ferral, M.A., Ph.D.(E) | 50% Net | \$500 |
| | Secrets of Social Media and Internet Marketing | 8/1 - 12/31 | Bob Cohen (I) | 50% Net | \$49 |
| | Social Security Strategies and Retirement Planning | 8/1 - 12/31 | Jalon O'Connell (E) | 50% Net | \$70 |
| | Sound Retirement Strategies | 8/1 - 12/31 | David Brown (E) | 50% Net | \$39 |
| | Speed Spanish | 8/1 - 12/31 | Christy Nelson (E) | 50% Net | \$59 |
| | SRT - Motorcyclist Safety Program | 8/1 - 12/31 | Saddleback Rider Training (I) | Varies | \$250 |
| | Stained Glass for Beginners | 8/1 - 12/31 | Glass Spectrum (I) | 50% Gross | \$150 |
| | Surface Decoration: Ceramics | 8/1 - 12/31 | Don Ryan (E) | \$30/hr+ | \$185 |
| | Surface Decoration: Ceramics | 8/1 - 12/31 | Kathryn Stovall-Dennis (E) | 50% Net | \$185 |
| | Technical Formatting and Networking (2020) | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |

(E) Employee

(I) Independent Contractor

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|---|-------------|-------------------------------|------------|------------|
| CFK | Teen Road To Safety | 8/1 - 12/31 | Teen Road To Safety Inc. (I) | Varies | Varies |
| | Travel Tours/Multi-Day Trips | 8/1 - 12/31 | Good Times Travel (I) | PP | PP |
| | UAVs (Unmanned Aerial Vehicles) Safety & Certification Training | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | Using Your Computer to Make Money | 8/1 - 12/31 | Nancy Miller (E) | 50% Net | \$39 |
| | Veterans Art Project | 8/1 - 12/31 | TBA | Varies | Varies |
| | What Were You Born To Do? | 8/1 - 12/31 | Curtis Adney (E) | 50% Net | \$55 |
| | Wireless Communications Specialist | 8/1 - 12/31 | Ameri-Skills (I) | PP | \$1,200 PP |
| | XinYi Mandarin Chinese | 8/1 - 12/31 | Xin Yi Language Institute (I) | 50% Net | \$140 |
| | 24 | 8/1 - 12/31 | Chris Elliott (E) | 30% Net | \$180 |
| | 24 | 8/1 - 12/31 | Robert Johnson (E) | 30% Net | \$180 |
| | 3-D Drawing | 8/1 - 12/31 | Lacey Hansen (E) | 60% Net | \$112 |
| | Academic Bridge | 8/1 - 12/31 | Academic Bridge Academy (I) | 70% Net | \$720 |
| | Academic Chess | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Academic Chess: Modular and Action Origami | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Academic Origami: Introduction to Origami | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Academic Origami: Magic Origami | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Academic Origami: Modular in Action Origami | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Academic Origami: Paper Airplanes and Aerodynamics | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$120 |
| | Advanced Robotics | 8/1 - 12/31 | Ann Berger (E) | 60% Net | \$120 |
| | Algebra for Teens - Level 1A | 8/1 - 12/31 | CFK Staff (E) | 50% Net | \$99 |
| | Algebra for Teens - Level 1B | 8/1 - 12/31 | CFK Staff (E) | 50% Net | \$99 |
| | Algebra for Teens - Level I | 8/1 - 12/31 | CFK Staff (E) | 50% Net | \$99 |
| | Algebra for Teens - Level II | 8/1 - 12/31 | CFK Staff (E) | 50% Net | \$99 |
| | App and Game Dev | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| | Art | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$120 |
| | Art Camp | 8/1 - 12/31 | Art Just Create It (I) | 50-60% Net | \$110 |
| | Arts and Crafts | 8/1 - 12/31 | Ann Berger (E) | 60% Net | \$100 |
| | Aspiring Writer: Creating Stories | 8/1 - 12/31 | Kristin Orloff (E) | 60% Net | Varies |
| | Beginning Guitar & Ukulele Ensemble Class | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$99 |
| | Beginning Guitar for Kids/Teens | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$120 |
| | Beginning Robotics | 8/1 - 12/31 | Ann Berger (E) | 60% Net | \$120 |
| | Beginning Ukulele for Kids/Teens | 8/1 - 12/31 | Ron Gorman (E) | 60% Net | \$95 |
| | Bionerds: Animal Kingdom: Wilder Than You Think! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: Aquatic Creatures: No Gills Required! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: Dinosaurs: Fantastic Pre-Historic World | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: From Head to Toes | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$200 |
| | Bionerds: Human Body: We are Super! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: Insects: Bug Me if You Dare! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: It's All About Life | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$128 |
| | Bionerds: Marine Animals: Amazing Waterworld! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bionerds: Microscopic World: What You Can't See May Surprise You! | 8/1 - 12/31 | Bionerds (I) | 60% Net | \$136 |
| | Bit Scouts | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Build Your Own Computer | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids, Jr. | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids, Jr: Animate with Code | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Basic Game Design | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Computer Art Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Computer Games Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Storytelling and Animation Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Storytelling Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids, Jr: Workshop Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Augmented Reality Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$198 |
| | Bit Scouts: Coding for Kids: Advanced Game Design | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Animation Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Arcade Games Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Artificial Intelligence | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Augmented Reality Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids: Build Your Own Apps Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Building Your Own Role-Playing Games | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Create Role Playing Games (RPG) | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Hackathon | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Coding for Kids: Intro to Computer Science | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids: Python Programming Immersive | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids: Raspberry Pi | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding for Kids: Software Development Immersive | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$198 |
| | Bit Scouts: Coding for Kids: Web Development Immersive | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$225 |
| | Bit Scouts: Coding I | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Disney Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Harry Potter Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Intro to Artificial intelligence | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Learn to Code Computer Art | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$152 |
| | Bit Scouts: Learn to Code Computer Games | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$152 |
| | Bit Scouts: Nintendo Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Pixar Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| | Bit Scouts: Pokémon Edition | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |

(E) Employee

(I) Independent Contractor

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---|----------------|-------------|-----------------------------|------------|-------|
| Bit Scouts: Python Development | | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| Bit Scouts: Star Wars Edition | | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| Bit Scouts: Unity Game Development | | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| Bit Scouts: Video Game Edition | | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| Bit Scouts: Web Development | | 8/1 - 12/31 | CodeCampus LLC (I) | 50-60% Net | \$136 |
| Brainstorm: Code Academy: 3D Game Design | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Code Academy: android Apps & Arduino Electronics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: Android Studio | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: App & Game Development | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: App and Game Design | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Code Academy: App and Inventor Edition | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Code Academy: Game Development and Design | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Code Academy: HTML & CSS | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: IT & Cyber Security | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: Kodu Game Lab | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: Python Programming | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: Scratch | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Code Academy: Scratch & Kodu Programming | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Code Academy: Tech Titans | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Code Academy: Web Development | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Filmmaking | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Game Development & Minecraft Programming | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: GameMaker: 2D Game Dev | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: GameMaker: 3D Game Design | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: GameMaker: Code & Create | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: GameMaker: Coders and Creators | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: GameMaker: Game Development with Unity | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: GameMaker: Game Development with Unreal | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Go Think! | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Engineering & Robotics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: LEGO® Engineering: Evolution of Engineering | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: LEGO® Engineering: Jedi Academy | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Engineering: Jedi's and Superheroes | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: LEGO® Engineering: Medieval Machines | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Engineering: Modern Machines | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Engineering: Superhero City | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Engineering & Robotics: Motors & Mindstorms | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: LEGO® Robotics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: LEGO® Robotics Academy | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: LEGO® Robotics: BattleBots | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: MakerStudio: 3D Printing | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Minecraft University: Advanced Modding | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: California Missions | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: Circuits & Electronics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Minecraft University: Civilizations | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: Dinocraft | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Java Modding | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: Math | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: Minecraft Modding | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Programming and Modding | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Minecraft University: Python Modding | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Python Temple | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Revolutions | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Robotics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Minecraft University: Robotics and Redstones | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$225 |
| Brainstorm: Minecraft University: Robotics Programming | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Minecraft University: Rocketry | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: STEAM Studio: 3D Printing | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM Studio: CodeFlyers Drone Developer | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM Studio: CodeFlyers Flight School | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: STEAM Studio: Engineering & Robotics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: STEAM Studio: Rocketry | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM Studio: YouTube & Moviemaking Masters | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM University: Success in Science! | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM University: Teaching with Technology | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM University: Excellence Through Engineering | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: STEAM University: Mastering Math | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: VEX Robotics: BotSports | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| Brainstorm: Young Einsteins: Coding and Robotics | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Young Einsteins: Rocketry | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Young Einsteins: STEM Lab | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$210 |
| Brainstorm: Young Einsteins: STEM Lab Cubed (3)! | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Young Einsteins: STEM Lab, Jr. | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Young Einsteins: STEM Lab Squared (2)! | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$120 |
| Brainstorm: Young Einsteins: Super Scientists | | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |

(E) Employee

(I) Independent Contractor

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|---|-------------|------------------------------|-------------|--------|
| | Brainstorm: Young Einsteins: Tech Academy | 8/1 - 12/31 | Brainstorm Studios, LLC (I) | 60-70% Net | \$140 |
| | Bricks 4 Kidz | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$180 |
| | Bricks 4 Kidz: Amazing Animals | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Amazing Animals with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Amazing LEGO® Animals | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Amusement Park Rides | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Amusement Park Rides with LEGO® Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Construction Craze with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Energy LEGO Models | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: forces of Nature with LEGO® Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Gadgets & Gizmos with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Interesting Inventions | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Interesting Inventions with LEGO® Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Laws of Motion with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: LEGO Robotic Animals | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Mindstorm Robotics | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$185 |
| | Bricks 4 Kidz: Minecraft with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Mining and Crafting | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Mining and Crafting 2 with LEGO® Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Motorized Air, Land, and Sea LEGO® Vehicles | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Remote Control Models with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Space Adventures | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Space Adventures with LEGO Bricks | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Spectacular LEGO® Sports | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Bricks 4 Kidz: Spectacular Sports | 8/1 - 12/31 | Bricks 4 Kidz (I) | 50-60% Net | \$120 |
| | Calling All Detectives: Solve the Mystery of Felix, the Missing Millionaire | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$120 |
| | Camp Galileo | 8/1 - 12/31 | Galileo Learning, LLC (I) | TBD | \$379 |
| | Camp Invention | 8/1 - 12/31 | Camp invention (I) | 85% Net | Varies |
| | Capture the Flag | 8/1 - 12/31 | Chris Elliott (E) | 30% Net | \$120 |
| | Capture the Flag | 8/1 - 12/31 | Robert Johnson (E) | 30% Net | \$120 |
| | Care4Yoga | 8/1 - 12/31 | Sahel Yoga, LLC (I) | 60% Net | \$112 |
| | Catch a Wave into First Grade | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$180 |
| | Catch a Wave into Second Grade | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$150 |
| | Ceramics FUNdamentals | 8/1 - 12/31 | Laura Haight (E) | 50% Net+ | \$145 |
| | Cheerleading | 8/1 - 12/31 | Grace + Zen (I) | 50%-60% Net | \$120 |
| | Cheerleading Skills Clinics | 8/1 - 12/31 | College for Kids Staff (E) | Varies | \$65 |
| | Chess Club | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Chess Day Camp | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$139 |
| | Cooking for Kids classes | 8/1 - 12/31 | LIFT Enrichment (I) | 50% Net | \$140 |
| | Craft-tivities | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$120 |
| | Creating with Clay | 8/1 - 12/31 | Art Just Create It (I) | 50-60% Net | \$120 |
| | Creative Cooks | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$230 |
| | Creative Writing for Kids | 8/1 - 12/31 | Nicole Vega (E) | 60% Net | \$99 |
| | CSI: introduction To forensic Anthropology | 8/1 - 12/31 | Renee Garcia (E) | 50% Net | \$110 |
| | Cut and Dissect - Level A | 8/1 - 12/31 | Shaun Burke (E) | \$30/hr+ | \$110 |
| | Cut and Dissect - Level B | 8/1 - 12/31 | Shaun Burke (E) | \$30/hr+ | \$110 |
| | Dare to Draw Anything! | 8/1 - 12/31 | Sarah O'Connor (E) | \$30/hr+ | \$98 |
| | Daydreamers Academy: Create Your Own Fairytale/Super Hero Movie | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$136 |
| | Daydreamers Academy: Daydreamers Music Production Madness | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$175 |
| | Daydreamers Academy: Jelly Time Music Workshop | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$136 |
| | Daydreamers Academy: Movie Magic | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$136 |
| | Daydreamers Academy: My Books Come To Life | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$175 |
| | Daydreamers Academy: My Books' Come to Life | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$175 |
| | Daydreamers Academy: The YouTube Production Academy | 8/1 - 12/31 | Good for Nothing, Inc. (I) | 60% Net | \$120 |
| | Developmental Reading for Teens | 8/1 - 12/31 | CFK Staff (E) | \$30/hr+ | \$99 |
| | DKI Acting Academy | 8/1 - 12/31 | Drama Kids International (I) | 60% Net | \$136 |
| | Drama Kids International | 8/1 - 12/31 | Drama Kids International (I) | 60% Net | \$136 |
| | Drop-In Aftercare | 8/1 - 12/31 | College for Kids Staff (E) | Varies | \$10 |
| | Early Morning Art | 8/1 - 12/31 | Art Just Create It (I) | 50-60% Net | \$98 |
| | Emerald Cove Day Camp | 8/1 - 12/31 | Emerald Cove Camp, Inc. | Varies | Varies |
| | Engineering with LEGO®: Crazy Contraptions | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Junkyard Challenge | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Xtreme Race Cars | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Robo Olympics | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Super Structures | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Super Stunt Vehicles | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | Engineering with LEGO®: Xtreme Catapults | 8/1 - 12/31 | Brain Builders (I) | 60% Net | \$120 |
| | English Composition for Teens | 8/1 - 12/31 | Tony Garcia (E) | 50% Net | \$125 |
| | Entrepreneurship for Kids | 8/1 - 12/31 | Entrepreneur School (I) | 60% Net | \$120 |
| | Exploring STEM Using Educational Robotics | 8/1 - 12/31 | Mathobotix (I) | 60-70% Net | \$580 |
| | Fairy Tale Feast | 8/1 - 12/31 | Ann Berger (E) | 60% Net | \$180 |
| | First Grade Head Start | 8/1 - 12/31 | Chris Saalberg (E) | 60% Net | \$350 |
| | Fit Kids | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$180 |
| | Fit Kids: Basketball | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| | Fit Kids: Cheerleading | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| | Fit Kids: Dodgeball | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |

(E) Employee

(I) Independent Contractor

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---|----------------|-------------|----------------------------------|---------------|--------|
| Fit Kids: Field Games | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$180 |
| Fit Kids: Flag Football | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Fit Kids: Hip Hop | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Fit Kids: Kindergarten Sports | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Fit Kids: Lacrosse | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Fit Kids: Soccer | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Fit Kids: Tennis | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$120 |
| Fit Kids: Volleyball | | 8/1 - 12/31 | Fit Kids America (I) | 50% - 60% Net | \$169 |
| Fun in the Sun | | 8/1 - 12/31 | Dawn Trumbo (E) | 30% Net | \$180 |
| Fun in the Sun | | 8/1 - 12/31 | Kristi Martin (E) | 30% Net | \$180 |
| Fun with Photoshop | | 8/1 - 12/31 | Laura Hoffman (E) | 50% Net | \$149 |
| Future Millionaires and Junior Entrepreneurs | | 8/1 - 12/31 | Joshua Ballard (I) | 50% Net | \$175 |
| Games Galore | | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$104 |
| Games Galore | | 8/1 - 12/31 | Heather Carlsen (E) | 60% Net | \$104 |
| Games Galore | | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$104 |
| Geometry for Teens | | 8/1 - 12/31 | Doug Hill (E) | \$30/hr+ | \$99 |
| Getting Excited for Kindergarten | | 8/1 - 12/31 | Brandye Iverson (E) | 60% Net | \$200 |
| Golf Skills Clinics Advanced | | 8/1 - 12/31 | SCPGA (I) | 60% Net | \$125 |
| Golf Skills Clinics Beginners | | 8/1 - 12/31 | SCPGA (I) | 60% Net | \$125 |
| Handwriting Heroes | | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$112 |
| High School Algebra 1 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| High School Algebra 2 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| High School Geometry Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Hip Hop | | 8/1 - 12/31 | Grace + Zen (I) | 50% - 60% Net | \$169 |
| Hip Hop Dance Camp | | 8/1 - 12/31 | Fit Kids America (I) | 50-60% Net | \$112 |
| Homework Club | | 8/1 - 12/31 | Bobbi Martin (E) | 60% Net | \$160 |
| I Love Craft-tivities | | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$120 |
| iD Tech | | 8/1 - 12/31 | iD Tech (I) | PP | Varies |
| I-ESTEAM 3.14 | | 8/1 - 12/31 | Mathobotix (I) | 60-70% Net | \$480 |
| Incrediflix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$185 |
| Incrediflix: Action Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$175 |
| Incrediflix: Action Movie Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Animation Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$185 |
| Incrediflix: Creature Animation Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$135 |
| Incrediflix: Filmmaking Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: GoPro Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$140 |
| Incrediflix: Green Screen Animation Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Imagination Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$175 |
| Incrediflix: Lego Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Live Action Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Minecraft Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Star Wars Live Action | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Star Wars Stop Motion Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Stop Motion Experience | | 8/1 - 12/31 | Incrediflix (I) | PP | \$125 |
| Incrediflix: Stop Motion Tricks and Effects | | 8/1 - 12/31 | Incrediflix (I) | PP | \$155 |
| Incrediflix: Superhero Filmmaking Flix | | 8/1 - 12/31 | Incrediflix (I) | PP | \$185 |
| Incrediflix: Viral Flix | | 8/1 - 12/31 | Incrediflix (I) | 60% Net | \$125 |
| Institute of Reading Development | | 8/1 - 12/31 | Inst. of Reading Development (I) | PP | Varies |
| Interactive Writing Workshop | | 8/1 - 12/31 | Nancy D'Aleo-Russey (E) | \$30/hr+ | \$99 |
| Intro to Art Journaling | | 8/1 - 12/31 | Sarah Donawerth (E) | 50-60% Net | \$75 |
| Intro to Mixed-Media Art | | 8/1 - 12/31 | Sarah Donawerth (E) | 50-60% Net | \$75 |
| Introduction to Middle School Speech and Debate | | 8/1 - 12/31 | New England Academy (I) | 60% Net | \$120 |
| Irish Dance | | 8/1 - 12/31 | Liz Lightner (E) | 60% Net | \$96 |
| Jewelry Designing for Kids | | 8/1 - 12/31 | Shani Zreik (I) | 60% Net | \$250 |
| Jump Start Fifth Grade | | 8/1 - 12/31 | Ann Berger (E) | 60% Net | \$180 |
| Jump Start First Grade | | 8/1 - 12/31 | Kim Downing (E) | 60% Net | \$150 |
| Jump Start First Grade | | 8/1 - 12/31 | Avonnette Bruce Tutoring (I) | 60% Net | \$125 |
| Jump Start Kindergarten | | 8/1 - 12/31 | Amy Clarke (E) | 30% Net | \$125 |
| Jump Start Kindergarten | | 8/1 - 12/31 | Kylie Schofield (E) | 30% Net | \$125 |
| Jump Start Kindergarten | | 8/1 - 12/31 | Avonnette Bruce Tutoring (I) | 60% Net | \$125 |
| Jump Start Second Grade | | 8/1 - 12/31 | Christy Grudynski (E) | 60% Net | \$150 |
| Jump Start Third Grade | | 8/1 - 12/31 | Christy Grudynski (E) | 60% Net | \$150 |
| Junior Gauchos Fun Club | | 8/1 - 12/31 | College for Kids Staff (E) | Varies | \$80 |
| Keyboarding | | 8/1 - 12/31 | Heather Carlsen (E) | 60% Net | \$120 |
| Keyboarding | | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$120 |
| Keyboarding on Personal Computers | | 8/1 - 12/31 | Joyce Quade (E) | 50% Net | \$126 |
| Kid Power | | 8/1 - 12/31 | Mark Baines (E) | 50-60% Net | \$290 |
| Kids Yoga and Mindfulness | | 8/1 - 12/31 | Grace + Zen (I) | 60% Net | \$120 |
| Kindergarten Kickoff | | 8/1 - 12/31 | Avonnette Bruce Tutoring (I) | 60% Net | \$125 |
| Landscapes: Whimsical to Abstract Art | | 8/1 - 12/31 | Sarah Jaques (E) | \$30/hr+ | \$98 |
| Learning To Dig | | 8/1 - 12/31 | Renee Garcia (E) | 50% Net | \$110 |
| LEGO Architecture: Building Through the Ages | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$120 |
| LEGO Engineering: Crazy Carnival | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |
| LEGO Engineering: Motor Madness | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$120 |
| LEGO Simple Machines | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |
| LEGO Storytellers | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |

(E) Employee

(I) Independent Contractor

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - Fall 2018

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|--|----------------|-------------|---------------------------------------|------------|--------|
| Lil' Chef School | | 8/1 - 12/31 | Lil' Chef School (I) | 60% Net | \$120 |
| Lions Club | | 8/1 - 12/31 | Andrika Bowen (E) | 30% Net | \$240 |
| Lions Club | | 8/1 - 12/31 | Deanna Bleidistel (E) | 30% Net | \$240 |
| Mad Science: Chemistry Lab | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$215 |
| Mad Science: Crazy Chemworks | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: Exploration Science | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: Inventor's Workshop: Eureka! | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: Molecule Mania | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: NASA | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: Physics Lab | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$215 |
| Mad Science: Robotics Lab | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$215 |
| Mad Science: Rocketry | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$215 |
| Mad Science: Science in Action | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Mad Science: Secret Agent Lab | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$215 |
| Mad Science: STEMulating Science | | 8/1 - 12/31 | Mad Science (I) | 50-60% Net | \$120 |
| Magic Origami | | 8/1 - 12/31 | Academic Chess (I) | 50-60% Net | \$139 |
| MainStage Kids | | 8/1 - 12/31 | CFK Staff (E) | \$25/hr | \$395 |
| Manners Made Fun | | 8/1 - 12/31 | Laura Little (E) | 50% Net | \$100 |
| Math | | 8/1 - 12/31 | Darren Gibson (E) | \$30/hr+ | \$99 |
| Math 6 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Math 6/7 | | 8/1 - 12/31 | Michael Hale (E) | 60% Net | \$180 |
| Math 7 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Math 7 Plus Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Math 8 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Math Tutoring By Experienced Math Teachers | | 8/1 - 12/31 | wikiTHINK (I) | Varies | \$269 |
| Mathobotix | | 8/1 - 12/31 | Mathobotix (I) | 60-70% Net | \$259 |
| Mathobotix STEM Robotics Camp | | 8/1 - 12/31 | Mathobotix (I) | 60-70% Net | \$259 |
| Middle School Algebra 1 Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Middle School Boot Camp | | 8/1 - 12/31 | Deanna Bleidistel (E) | 30% Net | \$120 |
| Middle School Boot Camp | | 8/1 - 12/31 | Stephanie Avera (E) | 30% Net | \$120 |
| Middle School Geometry Critical Concepts | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Middle School Math Prep | | 8/1 - 12/31 | Michael Hale (E) | 60% Net | \$160 |
| Mini-Kindergarten | | 8/1 - 12/31 | Lori Walker (E) | 60% Net | \$325 |
| Modeling and Style | | 8/1 - 12/31 | Tara Meyer (E) | 50% Net | \$120 |
| Mommy/Daddy and Me Preschool! | | 8/1 - 12/31 | Kris McCartney (E) | 60% Net | \$250 |
| Mommy/Daddy and Me Preschool! | | 8/1 - 12/31 | Patti Peviani (E) | 60% Net | \$250 |
| Mommy/Daddy and Me Preschool! | | 8/1 - 12/31 | Wendy Marcot (E) | 60% Net | \$250 |
| Musical theater | | 8/1 - 12/31 | Heather Carlsen (E) | 60% Net | \$180 |
| Musical theater | | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$180 |
| Natural A's | | 8/1 - 12/31 | Curtis Adney (E) | 50% Net | \$49 |
| Natural A's: Parent/Adult Registration | | 8/1 - 12/31 | Curtis Adney (E) | 50% Net | \$49 |
| Nature Drawings | | 8/1 - 12/31 | Lacey Hansen (E) | 60% Net | \$112 |
| Nature Explorers After-School Program | | 8/1 - 12/31 | Mindy Schwartz (E) | 60% Net | \$112 |
| Ocean Animals | | 8/1 - 12/31 | Sarah O'Connor (E) | \$30/hr+ | \$98 |
| Pen and Ink Art Magic | | 8/1 - 12/31 | CFK Staff (E) | \$30/hr+ | \$98 |
| Photography | | 8/1 - 12/31 | Laura Hoffman (E) | 60% Net | Varies |
| Playground Games | | 8/1 - 12/31 | Mark Baines (E) | 50-60% Net | \$290 |
| Pre-Algebra | | 8/1 - 12/31 | Lindsey Peck (E) | \$30/hr+ | \$99 |
| Pre-Geometry | | 8/1 - 12/31 | Darren Gibson (E) | \$30/hr+ | \$120 |
| Private Swim Lessons | | 8/1 - 12/31 | Pete Cosmakos, LLC (I) | 60% Net | \$180 |
| Reading Comprehension Essentials I | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Reading Comprehension Essentials II | | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| Reading Fun with Jr Great Books and More | | 8/1 - 12/31 | Lori Walker (E) | 60% Net | \$110 |
| Running Skills Clinics: Beginners | | 8/1 - 12/31 | GrassRoots Athletics Organization (I) | 50% Net | \$125 |
| SCPGA Golf and S.T.E.A.M. Camp | | 8/1 - 12/31 | SCPGA (I) | 60% Net | \$179 |
| Second Grade Common Core Camp | | 8/1 - 12/31 | Christy Grudynski (E) | 60% Net | \$180 |
| Second Grade Common Core Camp | | 8/1 - 12/31 | Kim Downing (E) | 60% Net | \$180 |
| Second Grade Head Start | | 8/1 - 12/31 | Valerie Robbins-Meyers (E) | 60% Net | \$350 |
| Semi-Private Swim Lessons | | 8/1 - 12/31 | Pete Cosmakos, LLC (I) | 60% Net | \$105 |
| So You Want To Be A Teacher? | | 8/1 - 12/31 | Lori Walker (E) | 60% Net | \$125 |
| Softball Clinics | | 8/1 - 12/31 | Nick Trani (E) | 50% Net | \$169 |
| Spanish for Children | | 8/1 - 12/31 | Conversa (I) | 60% Net | \$145 |
| Spanish for Children: Levels 1 and 2 | | 8/1 - 12/31 | Conversa (I) | 60% Net | \$120 |
| Spanish for Preschoolers | | 8/1 - 12/31 | Conversa (I) | 60% Net | \$145 |
| Star Wars LEGO: Jedi Storytellers | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |
| STEM Lab Air Propulsion | | 8/1 - 12/31 | Brain Builders (I) | 70% Net | \$120 |
| STEM Lab: Forensics | | 8/1 - 12/31 | Brain Builders (I) | 70% Net | \$120 |
| Strategic Kids: Science of Magic | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |
| Strategic Kids: Strategic Magic | | 8/1 - 12/31 | Strategic Kids (I) | 50-60% Net | \$112 |
| Study Strategies for Teens | | 8/1 - 12/31 | Jason Turney (E) | \$30/hr+ | \$56 |
| Successful Study Strategies for Kids | | 8/1 - 12/31 | Jason Turney (E) | \$30/hr+ | \$56 |
| Swing Dance for Kids | | 8/1 - 12/31 | Arianna Caligiuri (E) | 50% Net | \$120 |
| Tee It Up with TGA | | 8/1 - 12/31 | SCPGA (I) | 60% Net | \$130 |
| Tennis Skills Clinics | | 8/1 - 12/31 | Nick Trani (E) | 50% Net | \$149 |
| The Great Clay Adventure | | 8/1 - 12/31 | Sahar Tehrani (E) | 50% Net | \$39 |
| The Photography Club | | 8/1 - 12/31 | Excel Education Programs (I) | 60% Net | \$120 |

(E) Employee

(I) Independent Contractor

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

EXHIBIT A
7 of 7

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|--|-------------|--|-----------|-------|
| | Theatre Fun with Improvisation | 8/1 - 12/31 | Tara Meyer (E) | 50% Net | \$120 |
| | Third Grade Common Core Camp | 8/1 - 12/31 | Christy Grudynski (E) | 60% Net | \$180 |
| | Third Grade Head Start | 8/1 - 12/31 | Julie Hansen (E) | 60% Net | \$350 |
| | Toddler Time | 8/1 - 12/31 | Dawn Trumbo (E) | 30% Net | \$250 |
| | Toddler Time | 8/1 - 12/31 | Kristi Martin (E) | 30% Net | \$250 |
| | UCI Writing Project | 8/1 - 12/31 | UCI Youth Programs (I) | Varies | \$690 |
| | Volleyball | 8/1 - 12/31 | Heather Carlsen (E) | 60% Net | \$180 |
| | Volleyball | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$180 |
| | Water Polo Skills Clinics | 8/1 - 12/31 | Pete Cosmakos, LLC (I) | 50% Net | \$126 |
| | Weight Training | 8/1 - 12/31 | Charles Waterman (E) | 60% Net | \$198 |
| | Writing Skills Development for High School Composition | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| | Writing Skills Development I | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| | Writing Skills Development II | 8/1 - 12/31 | CFK Staff (E) | \$38/hr+ | \$169 |
| | Yoga: Health and Wellness for Kids | 8/1 - 12/31 | Heather Carlsen (E) | 60% Net | \$120 |
| | Yoga: Health and Wellness for Kids | 8/1 - 12/31 | Tanya Bonetti (E) | 60% Net | \$120 |
| | Young Artists and Authors Studio | 8/1 - 12/31 | Carrie Gray (E) | 60% Net | \$180 |
| | Young Illustrators | 8/1 - 12/31 | CFK Staff (E) | \$30/hr+ | \$98 |
| | Young Rembrandts | 8/1 - 12/31 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$180 |
| | Young Rembrandts Cartooning | 8/1 - 12/31 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Young Rembrandts Draw Amazing Things | 8/1 - 12/31 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Young Rembrandts Elementary Drawing | 8/1 - 12/31 | Dustin Panian dba Young Rembrandts (I) | 60% Net | \$120 |
| | Youth Aquatics | 8/1 - 12/31 | Pete Cosmakos, LLC (I) | 60% Net | \$75 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District

IRVINE VALLEY COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2018

[illegible]

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Community Education, Fall 2018

ACTION: Approval

BACKGROUND

The South Orange County Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College and Irvine Valley College perform an important service and fulfill a vital part of their mission by offering these courses and programs through Community Education. The Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by Saddleback College and Irvine Valley College Community Education to serve the community during the Fall semester 2018. Expenses for conducting these courses will be paid by the income from participant fees. Exhibit A lists the Saddleback College course offerings, presenters, and compensation. Exhibit B is the Irvine Valley College list of course offerings, presenters, and compensation.

RECOMMENDATION

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

Item Submitted By: *Dr. Jim Buysse, Interim President, Saddleback College*
Dr. Glenn R. Roquemore, President, Irvine Valley College

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: [Saddleback College: Revised and Deleted Curriculum for the 2018-19 Academic Year]

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions and deletions to the curriculum of the College for the 2018-19 academic year. Exhibit A includes revised programs and Exhibit B includes deleted programs. The 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 Interim Chancellor recommends that the Board of Trustees approve the proposed revised and deleted curriculum for the 2018-19 academic year at Saddleback College as listed in Exhibits A and B.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
American Sign Language
Certificate of Achievement

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

| Course ID | Title | Units |
|---|------------------------------|--------------|
| 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 |
| SL 101 | Deaf Culture and its History | <u>3</u> |
| Total Units for the Certificate: | | 19 |

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

Revised
American Sign Language
Certificate of Achievement

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. **Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

| Course ID | Title | Units |
|---|------------------------------|--------------|
| 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 |
| SL 101 | Deaf Culture and its History | <u>3</u> |
| Total Units for the Certificate: | | 19 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
American Sign Language
Associate in Science

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

| Course ID | Title | Units |
|-----------------------------------|------------------------------|--------------|
| 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 |
| SL 101 | Deaf Culture and its History | 3 |
| Total Units for the Major: | | 19 |

Associate in Science Degree

Completion ~~of the certificate program and~~ a minimum of 60 units including the ~~general~~ education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

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

Revised
American Sign Language
Associate of Science

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Their sets of language skills and cultural knowledge allows them to transfer into several different programs such as Theater, Health Science/medical, law, and Education just to name a few. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

| Course ID | Title | Units |
|-----------------------------------|------------------------------|--------------|
| 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 |
| SL 101 | Deaf Culture and its History | 3 |
| Total Units for the Major: | | 19 |

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

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Automotive Chassis Specialist
Associate in Science

~~This program allows a student to prepare~~ for a career with drivetrain emphasis. This program is ideal for the small-business owner, independent shop, or the dealership career-oriented technician.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate skills for employment in the automotive industry;
- Apply industry-specific skills related to drivetrain operation, diagnostics and repair.
- Apply knowledge of all phases of **chassis** system operation, diagnostics and repair.
- Demonstrate preparation for related ASE certification exams.

Required Courses

| Course ID | Title | Units |
|----------------------------------|-------------------------------------|----------------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 101* | Automotive Electrical Systems | 3 |
| AUTO 105* | Automotive Power Train | 3 |
| AUTO 106A* | Automotive Suspension and Alignment | 3 |
| AUTO 106B* | Automotive Brake Systems | 3 |
| AUTO 107* | Automatic Transmission | 3 |
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 201* | Advanced Automotive Electrical | 3 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select from Restricted Electives | .5-5 |
| Total Units for the Major | | 27.5-32 |

Restricted Electives

| | | |
|------------------|---|----------|
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| AUTO 240* | Automotive Lab | 3 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

†CWE 180 should be taken after completing at least 9 units of the Automotive Chassis Specialist ~~Certificate~~ program.

Associate Degree

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Revised
Automotive Chassis Specialist
Associate of Science

The Automotive Chassis Specialist Associate of Science degree program prepares students for a career as automotive technicians with drivetrain emphasis. Students completing the degree will be trained in the maintenance, diagnosis, and repair of vehicle chassis systems that consist of power train operation, air conditioning, tire service, brake system diagnostics, suspension and steering service on both import and domestic vehicles and light trucks. This program is ideal for the small-business owner, independent shop, or the dealership career-oriented technician.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate skills for employment in the automotive industry as a chassis technician.
- Apply industry-specific skills related to drivetrain operation, diagnostics and repair.
- Apply knowledge of all phases of **power train** system operation, diagnostics and repair.
- Demonstrate preparation for related **Automotive Service Excellence (ASE)** certification exams.
- Seek an entry level automotive technician career in the maintenance, diagnosis and repair of vehicle chassis systems that consist of power train operation, air conditioning, tire service, brake system diagnostics, suspension and steering service on both import and domestic vehicles and light trucks.

Required Courses

| Course ID | Title | Units |
|----------------------------------|--|----------------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 101* | Automotive Electrical Systems | 3 |
| AUTO 105* | Automotive Power Train | 3 |
| AUTO 106A* | Automotive Suspension and Alignment | 3 |
| AUTO 106B* | Automotive Brake Systems | 3 |
| AUTO 107* | Automatic Transmission | 3 |
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 201* | Advanced Automotive Electrical | 3 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select <u>one course</u> from Restricted Electives | .5-5 |
| Total Units for the Major | | 27.5-32 |

Restricted Electives

| | | |
|------------------|--|----------|
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| AUTO 235* | Basic Automotive Tire Service (ATS) & TPMS Monitoring | 2 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

†CWE 180 should be taken after completing at least 9 units of the Automotive Chassis Specialist **Associate Degree** program.

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current

**Automotive Engine Performance Specialist
Certificate of Achievement**

~~This~~ program allows ~~a~~ student to prepare for ~~a~~ career with an emphasis in engine performance. ~~The~~ student will be qualified to take the State of California Bureau of Automotive Repair Smog License exam upon completion of this program.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate skills for employment in the automotive industry.
- Apply industry-specific skills related to engine performance.
- Apply knowledge of all phases of engine electrical system, computer system diagnostics and repair.
- Demonstrate preparation for related ASE certification exams.

Required Courses:

| Course ID | Title | Units |
|-----------|---|----------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 101* | Automotive Electrical Systems | 3 |
| AUTO 102* | Automotive Engine Performance-Electronics and Ignition | 3 |
| AUTO 103* | Automotive Engine Performance-Fuel and Emission Systems | 3 |
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 200* | Enhanced Area Clean Air Car Course | 1 |
| AUTO 201* | Advanced Automotive Electrical | 3 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select from Restricted Electives | 3 |

Total Units for the Certificate 27.5

Restricted Electives

| | | |
|----------------------|--|--------------|
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 202* | Advanced Engine Performance Diagnosis | 3 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| AUTO 240* | Automotive Lab | 3 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

†CWE 180 should be taken after completing at least 9 units of the Automotive Chassis Specialist Certificate program

Revised

**Automotive Engine Performance Specialist
Certificate of Achievement**

The Automotive Engine Performance Specialist certificate program allows students s to prepare for careers as automotive technicians with an emphasis in engine performance. In this program, students will apply knowledge of all phases of engine electrical systems, computer system operations, diagnostics, and repair. Students s will be qualified to take the State of California Bureau of Automotive Repair Smog License exams s upon completion of this program.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate skills for employment in the automotive industry as an engine performance technician.
- Apply industry specific skills related to engine performance.
- Apply knowledge of all phases of engine electrical system, computer system operation, diagnostics and repair.
- Demonstrate preparation for related **National Institute for Automotive Service Excellence (ASE)** certification exams. Program graduates will be prepared for the State of California Bureau of Automotive Repair Smog License exams.
- Seek an entry level career as an automotive technician/light truck technician in the maintenance, diagnosis and repair of vehicle engine performance systems.

Required Courses:

| Course ID | Title | Units |
|-----------|---|------------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 101* | Automotive Electrical Systems | 3 |
| AUTO 102* | Automotive Engine Performance-Electronics and Ignition | 3 |
| AUTO 103* | Automotive Engine Performance-Fuel and Emission Systems | 3 |
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 200* | Enhanced Area Clean Air Car Course | 1 |
| AUTO 201* | Advanced Automotive Electrical | 3 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select <u>one course</u> from Restricted Electives | 1-3 |

Total Units for the Certificate 25.5-27.5

Restricted Electives

| | | |
|-----------|--|---|
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 202* | Advanced Engine Performance Diagnosis | 3 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

†CWE 180 should be taken after completing at least 9 units of the Automotive Chassis Specialist Certificate program

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Automotive Engine Service Specialist
Associate in Science

~~This program provides the student with a comprehensive background in the engine machining process. Emphasis is on detailed instruction in all phases of engine operation, measurement, machining, blueprinting and assembly procedures. Students will rebuild a complete engine in a two-semester course sequence.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~• Demonstrate skills for employment in the automotive industry.~~
- ~~• Apply industry-specific skills related to the process of engine machining.~~
- ~~• Apply knowledge of all phases of engine operation, measurement, machining, blueprinting and assembly to re-build a complete engine.~~
- ~~• Demonstrate preparation for related ASE certification exams.~~

Required Courses

| Course ID | Title | Units |
|------------|--|-------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 102* | Automotive Engine Performance-Electronics and Ignition | 3 |
| AUTO 103* | Automotive Engine Performance-Fuel and Emission Systems | 3 |
| AUTO 104A* | Automotive Engines | 5 |
| AUTO 104B* | Automotive Engines | 5 |
| AUTO 204A* | High Performance Engine Blueprinting – Rotating Assembly | 3 |
| AUTO 204B* | High Performance Engine Blueprinting – Cylinder Heads | 3 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select from Restricted Electives | .5-5 |

Total Units for the Major 28.5-33

Restricted Electives

| | | |
|------------------|---|----------|
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| AUTO 240* | Automotive Lab | 3 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

†CWE 180 should be taken after completing at least 9 units of the Automotive Engine Service Specialist **Certificate** program.

Associate Degree

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Revised
Automotive Engine Service Specialist
Associate of Science

The Automotive Engine Service Specialist Associate of Science degree provides students with a comprehensive background in the engine rebuilding and machining process. Emphasis is on detailed instruction in all phases of engine operation, **diagnosis**, measurement, machining, blueprinting and assembly procedures. Students will rebuild a complete engine in a two-semester course sequence. **Upon completion of the program, students will be able to work as automotive engine machinists, automotive engine service technicians, engine service shop managers, or general automotive technicians. Graduates of the Automotive Engine Service Specialist Program will be qualified to take the related National Institute for Automotive Service Excellence (ASE) certification exams and Automotive Engine Repair Association (AERA) machining exams.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Seek employment in the automotive industry as an engine service vehicle technician.
- Demonstrate current industry-specific skills related to the safety, operation, service, maintenance and repair of gasoline powered vehicle engines.
- Apply knowledge in the workplace of the different engine designs along with the operation, service and repair of light duty foreign and domestic engines.
- Take the related Automotive Service Excellence (ASE) certification exams. Graduates will also be prepared to take the Automotive Engine Repair Association (AERA) machining exams.
- Meet the qualifications for an entry level career in the maintenance, machining, diagnosis and repair of passenger vehicle and light truck engines. This includes the theory, diagnostics and repair of domestic and foreign engine systems.

Required Courses

| Course ID | Title | Units |
|------------|--|-------|
| AUTO 100 | Automotive Fundamentals | 3 |
| AUTO 102* | Automotive Engine Performance-Electronics and Ignition | 3 |
| AUTO 103* | Automotive Engine Performance-Fuel and Emission Systems | 3 |
| AUTO 104A* | Automotive Engines | 5 |
| AUTO 104B* | Automotive Engines | 5 |
| AUTO 204A* | High Performance Engine Blueprinting – Rotating Assembly | 3 |
| AUTO 204B* | High Performance Engine Blueprinting – Cylinder Heads | 3 |
| AUTO 207* | Automotive Engineering Fundamentals | 3 |
| | Select One Course from Restricted Electives | .5-5 |

Total Units for the Major 28.5-33

Restricted Electives

| | | |
|-----------|---|-----|
| AUTO 108* | Automotive Air Conditioning | 3 |
| AUTO 109* | California B.A.R. Basic Area Clean Air Car Course | 5 |
| AUTO 205* | Advanced Smog Update Training | 0.5 |
| AUTO 220* | Alternative Propulsion Systems | 3 |
| AUTO 226* | Automotive Service Consultant | 2 |
| AUTO 227* | Automotive Service Management | 3 |
| AUTO 228* | Advanced Vehicle Performance | 1 |
| AUTO 229* | Diesel Technology | 3 |
| AUTO 231* | Hybrid and Electrical Vehicle Technology | 3 |
| AUTO 232* | Diesel Systems Technology | 3 |
| CWE 180† | Co-Op-Ed Auto | 1 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

†CWE 180 should be taken after completing at least 9 units of the Automotive Engine Service Specialist **Associate of Science degree** program.

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Engineering Associate in Science

The curriculum in the Engineering Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree would demonstrate achievement and may support ~~attempts to gain entry-level employment and promotion.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate understanding of classical mechanics (Newtonian mechanics).
- Use Newtonian mechanics to solve structural problems in a static environment.
- Demonstrate understanding of material properties when solving static equilibrium problems.

| Course ID | Title | Units |
|--------------------------|---|--------------|
| <u>First Year</u> | | |
| CHEM 1A* | General Chemistry | 5 |
| CHEM 1B* | General Chemistry | 5 |
| CS 1A | Introduction to Computer Science | 5 |
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |

| | | |
|----------------------------------|--|-----------|
| <u>Second Year</u> | | |
| MATH 3C* | Analytic Geometry and Calculus | 5 |
| MATH 24* | Elementary Differential Equations | 4 |
| MATH 26* | Introduction to Linear Algebra | 4 |
| PHYS 4B* | General Physics | 5 |
| PHYS 4C* | General Physics | 5 |
| Total Units for the Major | | 35 |

Associate in 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 in Science Degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

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

Revision
Engineering Associate of Science

The curriculum in the Engineering Associate **of Science** Degree program is designed to provide the transfer student the opportunity to achieve an associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to engineering fields, earning the Associate Degree would demonstrate achievement and may support **employment as a technician in engineering related fields. Engineering companies constantly hire technicians. Students completing the engineering Associate of Science degree are prepared to transfer into: mechanical engineering, electrical engineering, civil engineering, and many other engineering degrees offered at California State Universities.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate understanding of classical mechanics (Newtonian mechanics).
- Use Newtonian mechanics to solve structural problems in a static environment.
- Demonstrate understanding of material properties when solving static equilibrium problems.

| Course ID | Title | Units |
|----------------------------------|--|--------------|
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| <u>Or</u> | | |
| MATH 3AH* | Honors Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4B* | General Physics | 5 |
| ENGR 31* | Statics | 3 |
| Total Units for the Major | | 23 |

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Seamanship
Certificate of Achievement**

This program is designed to prepare individuals ~~as boat operators and to take Coast Guard licensing examinations, as well as train marine technicians in the seagoing disciplines.~~ Fieldwork is conducted throughout Southern California and the Channel Islands from Dana Point and Newport harbors. Boats include 28 to 48-foot sailing and power vessels, as well as safety sail training and introductory boating experience on Saddleback's fleet of 14-foot Capri sailboats.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate intermediate sailing skills, including basic maneuvers, navigational strategies, marlinspike seamanship techniques, anchoring techniques, and line handling.
- Demonstrate understanding of nautical terms, marine weather, points of sail and maneuvers, and demonstrate proficiency in their practical use.
- Demonstrate understanding of basic emergency and proper boating safety techniques and procedures.

Required Courses:

| Course ID | Title | Units |
|--|----------------------------------|-----------|
| MST 201 | Marlinspike Seamanship | 2 |
| MST 202 | Marine Weather | 3 |
| MST 210 | Coastal Navigation | 3 |
| MST 214B* | Advanced Cruising Under Sail | 3 |
| MST 215* | Vessel Command and Organization | 3 |
| | Select from Restricted Electives | 9 |
| Total Units for the Certificate | | 23 |

Restricted Electives

| | | |
|-----------------|--|----------|
| MST 211 | Celestial Navigation | 3 |
| MST 212 | Sailing, Seamanship, and Boating Safety | 3 |
| MST 214A* | Intermediate Ocean Sailing | 3 |
| MST 216 | USCG Master License and Examination Preparation Course | 3 |
| MST 218* | Electronic Aids to Navigation | 3 |
| MST 219* | Marine Ecological Survey/GIS | 3 |
| MST 224 | Channel Islands | 1.5 |

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

**Revised
Seamanship
Certificate of Achievement**

This program is designed to prepare individuals to become sailors, small motor-boat operators, and to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Fieldwork is conducted throughout Southern California and the Channel Islands from Dana Point and Newport harbors. Boats include 28 to 48-foot sailing and power vessels, as well as safety sail training and introductory boating experience on Saddleback's fleet of 14-foot Capri sailboats.

The Seamanship program will provide individuals with the requisite knowledge and skills to perform work on a vessel in an entry level position in the maritime industry, such as an ordinary seaman. An ordinary seaman employed in the maritime industry works as a deckhand on commercial vessels and is responsible for keeping the vessel and its equipment in working order.

After completing the Seamanship program and meeting minimum sea time requirements, individuals will be eligible to take a US Coast Guard exam for advancement to Able Seaman. Those meeting the USCG requirements and having enough deck service time may also qualify for a Merchant Mariner's Credential.

Individuals should be aware that there are high regulatory and security requirements for employment and that most water transportation jobs also require the Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate intermediate sailing skills, including basic maneuvers, navigational strategies, marlinspike seamanship techniques, anchoring techniques, and line handling.
- Demonstrate understanding of nautical terms, marine weather, points of sail and maneuvers, and demonstrate proficiency in their practical use.
- Demonstrate understanding of basic emergency and proper boating safety techniques and procedures.

Required Courses:

| Course ID | Title | Units |
|--|---|----------------|
| MST 201 | Marlinspike Seamanship | 2 |
| MST 202 | Marine Weather | 3 |
| MST 210 | Coastal Navigation | 3 |
| MST 214B* | Advanced Cruising Under Sail | 3 |
| MST 215* | Vessel Command and Organization | 3 |
| | Select three courses from Restricted Electives | 7.5-9 |
| Total Units for the Certificate | | 21.5-23 |

Restricted Electives

| | | |
|-----------|--|-----|
| MST 211 | Celestial Navigation | 3 |
| MST 212 | Sailing, Seamanship, and Boating Safety | 3 |
| MST 214A* | Intermediate Ocean Sailing | 3 |
| MST 216 | USCG Master License and Examination Preparation Course | 3 |
| MST 218* | Electronic Aids to Navigation | 3 |
| MST 224 | Introduction to Cruising the Channel Islands | 1.5 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Seamanship
Associate in Science**

This program is designed to prepare individuals ~~as boat operators and to take Coast Guard licensing examinations, as well as train marine technicians in the seagoing disciplines.~~ Fieldwork is conducted throughout Southern California and the Channel Islands from Dana Point and Newport harbors. Boats include 28 to 48-foot sailing and power vessels, as well as safety sail training and introductory boating experience on Saddleback's fleet of 14-foot Capri sailboats.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate intermediate sailing skills, including basic maneuvers, navigational strategies, marlinspike seamanship techniques, anchoring techniques, and line handling.
- Demonstrate understanding of nautical terms, marine weather, points of sail and maneuvers, and demonstrate proficiency in their practical use.
- Demonstrate understanding of basic emergency and proper boating safety techniques and procedures.

Required Courses:

| Course ID | Title | Units |
|----------------------------------|----------------------------------|-----------|
| MST 201 | Marlinspike Seamanship | 2 |
| MST 202 | Marine Weather | 3 |
| MST 210 | Coastal Navigation | 3 |
| MST 214B* | Advanced Cruising Under Sail | 3 |
| MST 215* | Vessel Command and Organization | 3 |
| | Select from Restricted Electives | 9 |
| Total Units for the Major | | 23 |

Restricted Electives

| | | |
|-----------------|--|----------|
| MST 211 | Celestial Navigation | 3 |
| MST 212 | Sailing, Seamanship, and Boating Safety | 3 |
| MST 214A* | Intermediate Ocean Sailing | 3 |
| MST 216 | USCG Master License and Examination Preparation Course | 3 |
| MST 218* | Electronic Aids to Navigation | 3 |
| MST 219* | Marine Ecological Survey/GIS | 3 |
| MST 224 | Channel Islands | 1.5 |

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

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: ET-101; DR-100; PHYS-2A.

**Revised
Seamanship
Associate of Science**

This program is designed to prepare individuals to become sailors, small motor-boat operators, and to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Fieldwork is conducted throughout Southern California and the Channel Islands from Dana Point and Newport harbors. Boats include 28 to 48-foot sailing and power vessels, as well as safety sail training and introductory boating experience on Saddleback's fleet of 14-foot Capri sailboats.

The Seamanship program will provide individuals with the requisite knowledge and skills to perform work on a vessel in an entry level position in the maritime industry, such as an ordinary seaman. An ordinary seaman employed in the maritime industry works as a deckhand on commercial vessels and is responsible for keeping the vessel and its equipment in working order.

After completing the Seamanship program and meeting minimum sea time requirements, individuals will be eligible to take a US Coast Guard exam for advancement to Able Seaman. Those meeting the USCG requirements and having enough deck service time may also qualify for a Merchant Mariner's Credential.

Individuals should be aware that there are high regulatory and security requirements for employment and that most water transportation jobs also require the Transportation Worker Identification Credential (TWIC) from the Transportation Security Administration.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate intermediate sailing skills, including basic maneuvers, navigational strategies, marlinspike seamanship techniques, anchoring techniques, and line handling.
- Demonstrate understanding of nautical terms, marine weather, points of sail and maneuvers, and demonstrate proficiency in their practical use.
- Demonstrate understanding of basic emergency and proper boating safety techniques and procedures.

Required Courses:

| Course ID | Title | Units |
|----------------------------------|---|----------------|
| MST 201 | Marlinspike Seamanship | 2 |
| MST 202 | Marine Weather | 3 |
| MST 210 | Coastal Navigation | 3 |
| MST 214B* | Advanced Cruising Under Sail | 3 |
| MST 215* | Vessel Command and Organization | 3 |
| | Select three courses from Restricted Electives | 7.5-9 |
| Total Units for the Major | | 21.5-23 |

Restricted Electives

| | | |
|-----------|--|-----|
| MST 211 | Celestial Navigation | 3 |
| MST 212 | Sailing, Seamanship, and Boating Safety | 3 |
| MST 214A* | Intermediate Ocean Sailing | 3 |
| MST 216 | USCG Master License and Examination Preparation Course | 3 |
| MST 218* | Electronic Aids to Navigation | 3 |
| MST 224 | Introduction to Cruising the Channel Islands | 1.5 |

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

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Alcohol and Drug Studies
Certificate of Achievement

The Alcohol and Drug Studies program integrates theory and practical experience in ~~developing~~ skills necessary to work with ~~the alcohol and drug abuse population, as well as with families and employers of chemically dependent persons.~~ This program option combines the Human Services behavioral core, skills training, and experiential learning in the field work settings.

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate multiple approaches in their work with the alcohol and drug abuse population.~~
- ~~Apply various communication and collaborative techniques to use with families and employers of chemically dependent individuals.~~
- ~~Use Human Services behavioral core, skills training and experiential learning in field work settings.~~

Core Courses:

| Course ID | Title | Units |
|---------------------------------------|---|-------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Certificate: | | 15 |

Required Courses:

| | | |
|----------------------------------|---|-----|
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| HS 171 | Substance Abuse—Intervention, Treatment and Recovery | 3 |
| HS 172* | Physiological Effects and Pharmacology of Alcohol and Drugs | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| | Select from Restricted Electives: | 3 |
| Total Units for the Certificate: | | 37 |

Revision
Alcohol and Drug Studies
Certificate of Achievement

The Alcohol and Drug Studies program integrates theory, **knowledge, and** practical experience in **the development of** skills necessary to work with **individuals and families affected by Substance Use Disorders (SUD), as well as employers of individuals affected by SUD.** The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Alcohol and Drug Studies Certificate Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Alcohol and Drug Studies Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the Fall and Spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.
- Apply Human Services behavioral core skills and experiential training in an addiction treatment setting.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Restricted Electives:

| | | |
|---------|--|---|
| HS 128 | Community-Based Corrections | 3 |
| HS 131 | Multicultural and Diverse Populations in the United States | 3 |
| HS 175 | Substance abuse Education, Prevention, and Intervention | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children and Adolescents | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

Required Core Courses:

| Course ID | Title | Units |
|------------------|--|--------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 172* | Physiological Effects and Pharmacology of Alcohol and Drugs | 3 |
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| | Select from Restricted Electives: | 3 |
| | Total Units for the Certificate: | 37 |

Restricted Electives: Students are required to choose one restricted elective.

| | | |
|---------|--|---|
| HS 128 | Community-Based Corrections | 3 |
| HS 131 | Multicultural and Diverse Populations in the United States | 3 |
| HS 175 | Substance Abuse Education, Prevention, and Intervention | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children and Adolescents | 3 |
| HS 112* | Conflict Resolution and Mediation | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Alcohol and Drug Studies
Associate in Science

The Alcohol and Drug Studies program integrates theory and practical experience in ~~developing~~ skills necessary to work with ~~the alcohol and drug abuse population, as well as with families and employers of chemically dependent persons.~~ This program option combines the Human Services behavioral core, skills training, and experiential learning in the field work settings.

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Demonstrate multiple approaches in their work with the alcohol and drug abuse population.~~
- ~~Apply various communication and collaborative techniques to use with families and employers of chemically dependent individuals.~~
- ~~Use Human Services behavioral core, skills training and experiential learning in field work settings.~~

Core Courses:

| Course ID | Title | Units |
|--|---|-----------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Major: | | 15 |

Required Courses:

| | | |
|-----------------------------------|---|-----------|
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 172* | Physiological Effects and Pharmacology of Alcohol and Drugs | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| | Select from Restricted Electives: | 3 |
| Total Units for the Major: | | 37 |

Restricted Electives:

| | | |
|---------|--|---|
| HS 128 | Community-Based Corrections | 3 |
| HS 131 | Multicultural and Diverse Populations in the United States | 3 |
| HS 175 | Substance abuse Education, Prevention, and Intervention | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children and Adolescents | 3 |
| HS 220 | Benefits and Entitlement | 3 |

Revision
Alcohol and Drug Studies
Associate of Science

The Alcohol and Drug Studies program integrates theory, **knowledge**, and practical experience in **the development of** skills necessary to work with **individuals and families affected by Substance Use Disorders (SUD)**, as well as **employers of individuals affected by SUD**. The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Alcohol and Drug Studies Associate of Science degree. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Alcohol and Drug Studies Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the fall and spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Potential Careers: Certified Addiction Treatment Counselor, Case Manager, Community Outreach Worker, Halfway House Worker, Intake Specialist, Rehabilitation Case Worker, Residential/House Manager.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.
- Apply Human Services behavioral core skills and experiential training in an addiction treatment setting.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Required Core Courses:

| Course ID | Title | Units |
|----------------|--|------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 172* | Physiological Effects and Pharmacology of Alcohol and Drugs | 3 |
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| | Select from Restricted Electives: | 3 |
| | Total Units for the Certificate: | 37 |

Restricted Electives: Students are required to choose one restricted elective.

| | | |
|---------|--|---|
| HS 128 | Community-Based Corrections | 3 |
| HS 131 | Multicultural and Diverse Populations in the United States | 3 |
| HS 175 | Substance Abuse Education, Prevention, and Intervention | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children and Adolescents | 3 |
| HS 112* | Conflict Resolution and Mediation | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Analog and Digital Circuit Electronic Technology
Certificate of Achievement

~~This~~ program prepares the student for entry-level employment as an ~~Electronic Technician~~ in companies involved in the manufacture, testing, troubleshooting, and repair of analog and digital circuit hardware. Courses cover a wide variety of discrete and integrated circuits with many functions, technologies, physical implementations, frequency bands, and complexities to provide maximum flexibility for employment within the electronics industry.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate knowledge of common electronic components: identify, describe, and determine the performance of common analog and digital electronic components.
- Demonstrate knowledge of common electronic circuits: identify, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of electronics test equipment: show proper use of and connection to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- Demonstrate electronics troubleshooting skills: state and show troubleshooting skills and procedures for analog and digital electronics.
- Describe and determine the performance of common analog and digital electronic communication systems.

Required Courses

| Course ID | Title | Units |
|--|--|-----------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 118* | Electronic Communication Systems | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |
| Total Units for the Certificate | | 20 |

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

Revised
Analog and Digital Circuit Electronic Technology
Certificate of Achievement

The Analog and Digital Circuit Electronic Technology certificate program prepares the student for entry-level employment as an electronic technician in companies involved in the manufacture, testing, troubleshooting, and repair of analog and digital circuit hardware. The certificate also provides skill updating and upgrading for persons already employed in the electronics industry or related fields. Courses cover a wide variety of discrete and integrated circuits with many functions, technologies, physical implementations, frequency bands, and complexities to provide maximum flexibility for employment within the electronics industry. Possible careers for electronic technicians with this certificate include field service technician, medical equipment technician, test and calibration technician, and electronics sales.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate knowledge of common electronic components: identify, describe, and determine the performance of common analog and digital electronic components.
- Demonstrate knowledge of common electronic circuits: identify, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of electronics test equipment: show proper use of and connection to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- Demonstrate electronics troubleshooting skills: state and show troubleshooting skills and procedures for analog and digital electronics.
- Describe and determine the performance of common analog and digital electronic communication systems.

Required Courses

| Course ID | Title | Units |
|--|--|-----------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 118* | Electronic Communication Systems | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |
| Total Units for the Certificate | | 20 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Analog and Digital Circuit Electronic Technology
Associate in Science

~~This~~ program prepares the student for ~~entry-level~~ employment as an ~~Electronic Technician~~ in companies involved in the manufacture, testing, troubleshooting, and repair of analog and digital circuit hardware. Courses cover a wide variety of discrete and integrated circuits with many functions, technologies, physical implementations, frequency bands, and complexities to provide maximum flexibility for employment within the electronics industry.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate knowledge of common electronic components: identify, describe, and determine the performance of common analog and digital electronic components.
- Demonstrate knowledge of common electronic circuits: identify, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of electronics test equipment: show proper use of and connection to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- Demonstrate electronics troubleshooting skills: state and show troubleshooting skills and procedures for analog and digital electronics.
- Describe and determine the performance of common analog and digital electronic communication systems.

Required Courses:

| Course ID | Title | Units |
|-----------|--|-------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 118* | Electronic Communication Systems | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |

Total Units for the Major 20

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

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the ~~major~~: Any Electronic Technology course not taken in ~~certificate program~~; CMT 220, CMT 225, CMT 230; MATH 7, MATH 124, ~~MATH 251~~, MATH 253; PHYS 2A, PHYS 2B, PHYS 20.

Revised
Analog and Digital Circuit Electronic Technology
Associate of Science

The Analog and Digital Circuit Electronic Technology Associate of Science degree program primarily prepares the student for entry-level employment as an electronic technician in companies involved in the manufacture, testing, troubleshooting, and repair of analog and digital circuit hardware. **The program also provides skill updating and upgrading for persons already employed in the electronics industry or related fields.** Courses cover a wide variety of discrete and integrated circuits with many functions, technologies, physical implementations, frequency bands, and complexities to provide maximum flexibility for employment within the electronics industry. **Possible careers for electronic technicians with this degree include field service technician, medical equipment technician, test and calibration technician, and electronics sales. Some of the courses are transferable to university programs in Engineering Technology or Industrial Technology.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate knowledge of common electronic components: identify, describe, and determine the performance of common analog and digital electronic components.
- Demonstrate knowledge of common electronic circuits: identify, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of electronics test equipment: show proper use of and connection to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- Demonstrate electronics troubleshooting skills: state and show troubleshooting skills and procedures for analog and digital electronics.
- Describe and determine the performance of common analog and digital electronic communication systems.

Required Courses:

| Course ID | Title | Units |
|-----------|--|-------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 118* | Electronic Communication Systems | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |

Total Units for the Major 20

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

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.

Suggested coursework not required for the ~~degree~~: Any Electronic Technology courses not taken in **degree such as ET 101, ET 201, or ET 202;** **Additional suggested coursework: CIM 10,** CMT 220, CMT 225, CMT 230; MATH 7, MATH 124, MATH 253; PHYS 2A, PHYS 2B, PHYS 20.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Associate in Science in Business Administration for Transfer Degree

Students who complete the Associate in Science in Business Administration for Transfer degree receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Please refer to Graduation Requirements for more information on transfer degree requirements.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Students who complete the Business Administration AS-T degree will be prepared to transfer to a four-year institution with the required business, accounting, economics, math, and other learning.
- Students who complete the Business Administration AS-T degree will have learned the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.
- Students who complete the Business Administration AS-T degree will be able to communicate clearly, effectively, and appropriately in writing and orally.

| Course ID | Title | Units |
|--|---|--------------|
| <i>Required Courses:</i> | | |
| ACCT 1A | Financial Accounting | 4 |
| ACCT 1B | Managerial Accounting | 4 |
| ECON 4 | Principles (MICRO) | 3 |
| ECON 2 | Principles (MACRO) | 3 |
| BUS 13 | Legal Environment and Business Macroeconomics | 3 |
| LIST A: Select one of the following courses (3-5 Units) | | |
| MATH 11 | A Brief Course in Calculus | 5 |
| MATH 10 | Introduction to Statistics | 3 |
| LIST B: Any List A nor already used (5-6 units) | | |
| CIM 1 | Computer Information Systems | 4 |
| —And— | | |
| BUS 1 | Introduction to Business | 3 |
| —Or— | | |
| BUS 104 | Business Communication | 3 |
| Total Units for the Major | | 27-29 |

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

Revised
Associate in Science in Business Administration for Transfer Degree

The study of business is a broad and diverse discipline that encompasses topics and tools needed for transfer to baccalaureate programs as well as for entering the world of professional business careers, both domestic and global.

Students who complete the Associate in Science Degree in Business Administration for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, pursuit of which can be achieved through transfer.

Graduation Requirements

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

1. **Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:**
 - a. **The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education – Breadth Requirements.**
 - b. **A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.**
2. **Obtainment of a minimum grade point average of 2.0. Students must earn a “C” (or “P” Pass) or better in all courses required for the major or area of emphasis.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Demonstrate preparation for transfer to a four-year institution with the required business, accounting, economics, math, and other learning.**
- **Identify, summarize, and compare the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.**
- **Communicate clearly, effectively, and appropriately in writing and orally using the language of business.**
- **Make effective business decisions using appropriate systematic, evaluative, ethical, information-based approaches.**
- **Develop and exhibit high standards of professional practice, demonstrating awareness of ethical and social responsibilities in today’s multi-cultural, team-oriented, rapidly changing environment.**

| Course ID | Title | Units |
|--------------------------|--|--------------|
| <i>Required Courses:</i> | | |
| ACCT 1A | Financial Accounting | 4 |
| ACCT 1B | Managerial Accounting | 4 |
| ECON 4 | Principles (MICRO) | 3 |
| Or | | |
| ECON 4H | Honors Principles of Microeconomics | 3 |
| ECON 2 | Principles (MACRO) | |
| Or | | |
| ECON 2H | Honors Principles of Macroeconomics | 3 |
| BUS 13 | Legal Environment and Business Law | 3 |

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

List A: Select one of the following courses

| | | |
|---------|----------------------------|---|
| MATH 11 | A Brief Course in Calculus | 5 |
| MATH 10 | Introduction to Statistics | 3 |

List B: Select two of the following courses

| | | |
|---------|------------------------------|---|
| CIM 1 | Computer Information Systems | 4 |
| BUS 1 | Introduction to Business | 3 |
| Or | | |
| BUS 104 | Business Communication | 3 |

Total Units for the Major 27-29

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current

Astronomy Associate in Science

The curriculum in the Astronomy Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the associate degree may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify the structure and evolution of the solar system by comparing and contrasting the planets.
- Demonstrate observational techniques used to gather data on astronomical objects.
- Describe the evolution, structure and composition of the universe. Including all galaxies, quasars, proto-galaxies and components within galaxies (stars, gas, dust and non-stellar objects)

| Course ID | Title | Units |
|-----------------------------------|---|--------------|
| First Year | | |
| ASTR 25* | Observational Astronomy | 3 |
| CS 1A* | Introduction to Computer Science | 3.5 |
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |
| Second Year | | |
| PHYS 4B* | General Physics | 5 |
| PHYS 4C* | General Physics | 5 |
| Total Units for the Major: | | 34 |

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

Associate in 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 in Science degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Revision

Astronomy Associate of Science

The curriculum in the Astronomy Associate of Science degree program is designed to provide the transfer student the opportunity to achieve a degree in Astronomy. The degree can focus on observational astronomy, which focuses on acquiring data using principles of physics, or theoretical astronomy, which is orientated towards using computer and analytical models to describe astronomical objects and phenomena. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the associate degree may support attempts to gain entry-level employment or promotion within research universities, aerospace and national observatories. Examples of such positions are technicians at observatories, planetariums, or companies making telescopes and astronomical equipment.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify the structure and evolution of the solar system by comparing and contrasting the planets.
- Demonstrate observational techniques used to gather data on astronomical objects.
- Describe the evolution, structure and composition of the universe. Including all galaxies, quasars, proto-galaxies and components within galaxies (stars, gas, dust and non-stellar objects).

| Course ID | Title | Units |
|-----------------------------------|--|--------------|
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| Or | | |
| MATH 3AH* | Honors Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4B* | General Physics | 5 |
| ASTR 20 | General Astronomy | 3 |
| ASTR 25* | Observational Astronomy | 3 |
| Total Units for the Major: | | 26 |

*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 2018-2019

Current
Community Based Corrections
Certificate of Achievement

The program in Community-Based Corrections provides the student with an introduction to the Human Services behavioral core and skills with a specialized area of study in areas of various community-based corrections. ~~Students completing the program may find employment in probation, juvenile counseling settings, California Youth Authority, and half-way houses.~~

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate.~~

Program Student Learning Outcomes

Students who complete this program will be able to

- Expound upon knowledge of multiple and diverse criminological theories.
- Exhibit an understanding of how the history of the criminal justice system relates to contemporary community-based corrections regulations and environments.
- Use Human Services behavioral core, skills training and experiential learning in field work settings.

Core Courses

| Course ID | Title | Units |
|---|---|-----------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Certificate | | 15 |

Required Courses:

| | | |
|--|--|----------------|
| HS 37 | Introduction to Criminology | 3 |
| HS 110* | Field Instruction and Seminar | 3.5 |
| HS 119 | Introduction to Criminal Justice System | 3 |
| HS 128 | Community-Based Corrections | 3 |
| HS 150* | Field Instruction and Seminar | 3.5 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| | Select from Restricted Electives: | 3 |
| Total Units for the Certificate | | 37 |

Restricted Electives:

| | | |
|---------|--|---|
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention And Referral | 3 |
| HS 175 | Substance Abuse Education, Prevention, And Intervention | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182 | Substance Abuse Treatment in Children And Adolescents | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

Revision
Community Based Corrections
Certificate of Achievement

The Community-Based Corrections program is an introduction to the Human Services behavioral core skills with a specialized area of study in community-based corrections. Historical and contemporary aspects of social control and state and federal mandates of early release programs are studied. Students will learn criminogenic risk factors and pro-social assessments related to reducing recidivism. Students will be introduced to the Collaborative Court systems – alternative sentencing programs. Evaluation of community-based and residential programs to assist adults, juveniles and families transitioning back into society is explored. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicum in Community-Based Corrections fieldwork settings.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Community-Based Corrections Certificate Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Alcohol and Drug Studies Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the Fall and Spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Potential Careers: Probation or Parole Officer, Correctional Officer (in and out of custody), Juvenile Mentorship, California Youth Authority, Half-way House Monitor, Vocational Instructor, and more career opportunities with the California Department of Corrections and Rehabilitation (CDCR) and California Collaborative Courts

Program Student Learning Outcomes

Students who complete this program will be able to:

- Expound upon knowledge of multiple and diverse criminological theories.
- Exhibit an understanding of how the history of the criminal justice system relates to contemporary community-based corrections regulations and environments.
- **Identify and assess criminogenic risk and needs factors.**
- Use Human Services behavioral core skills and experiential training in community-based and/or residential setting.

Core Courses

| Course ID | Title | Units |
|---------------|--|----------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 119 | Introduction to Criminal Justice System | 3 |
| HS 37 | Introduction to Criminology | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

| | | |
|--|---|------------|
| HS 128 | Community-Based Corrections | 3 |
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| | Total Core Units for the Certificate | 34 |
| | Restricted Electives | 3 |
| | Total Units for the Certificate | 37 |
| Complete one of the following courses (3 Units) | | |
| Restricted Electives | | |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention And Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children And Adolescents | 3 |
| HS 175 | Substance Abuse Education, Prevention, And Intervention | 3 |
| HS 112* | Conflict Resolution and Mediation | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Community Based Corrections
Associate in Science

~~The program in Community-Based Corrections provides the student with an introduction to the Human Services behavioral core and skills with a specialized area of study in areas of various community-based corrections. Students completing the program may find employment in probation, juvenile counseling settings, California Youth Authority, and half-way houses.~~

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate.~~

Program Student Learning Outcomes

Students who complete this program will be able to

- Expound upon knowledge of multiple and diverse criminological theories.
- Exhibit an understanding of how the history of the criminal justice system relates to contemporary community-based corrections regulations and environments.
- Use Human Services behavioral core, skills training and experiential learning in field work settings

Core Courses

| Course ID | Title | Units |
|---|---|-----------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Certificate | | 15 |

Required Courses:

| | | |
|-----------------------------------|--|----------------|
| HS 37 | Introduction to Criminology | 3 |
| HS 110* | Field Instruction and Seminar | 3.5 |
| HS 119 | Introduction to Criminal Justice System | 3 |
| HS 128 | Community-Based Corrections | 3 |
| HS 150* | Field Instruction and Seminar | 3.5 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| | Select from Restricted Electives: | 3 |
| Total Units for the Major: | | 37 |

Restricted Electives:

| | | |
|---------|--|---|
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention And Referral | 3 |
| HS 175 | Substance Abuse Education, Prevention, And Intervention | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182 | Substance Abuse Treatment in Children And Adolescents | 3 |
| HS 220 | Benefits and Entitlement | 3 |

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

Revised
Community Based Corrections
Associate of Science

The Community-Based Corrections program is an introduction to the Human Services behavioral core skills with a specialized area of study in community-based corrections. Historical and contemporary aspects of social control and state and federal mandates of early release programs are studied. Students will learn criminogenic risk factors and pro-social assessments related to reducing recidivism. Students will be introduced to the Collaborative Court systems – alternative sentencing programs. Evaluation of community-based and residential programs to assist adults, juveniles and families transitioning back into society is explored. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in Community-Based Corrections fieldwork settings. Completion of the Community-Based Corrections (CBC) Associate in Science (AS) degree serves as a pathway for educational and career development in Criminology, Criminal Justice, and Administration of Justice.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Community-Based Corrections Certificate Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Alcohol and Drug Studies Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the Fall and Spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Potential Careers: Probation or Parole Officer, Correctional Officer (in and out of custody), Juvenile Mentorship, California Youth Authority, Half-way House Monitor, Vocational Instructor, and more career opportunities with the California Department of Corrections and Rehabilitation (CDCR) and California Collaborative Courts.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Expound upon knowledge of multiple and diverse criminological theories.
- Exhibit an understanding of how the history of the criminal justice system relates to contemporary community-based corrections regulations and environments.
- Identify and assess criminogenic risk and needs factors.
- Use Human Services behavioral core skills and experiential training in community-based and/or residential settings.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Core Courses

| Course ID | Title | Units |
|---------------------------------------|--|------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 119 | Introduction to Criminal Justice System | 3 |
| HS 37 | Introduction to Criminology | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| HS 128 | Community-Based Corrections | 3 |
| HS 110*± | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| Total Core Units for the Major | | 34 |
| Restricted Electives | | 3 |
| Total Units for the Major: | | 37 |

Complete one of the following courses (3 Units)

Restricted Electives

| | | |
|----------------|--|----------|
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention And Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 182* | Substance Abuse Treatment in Children And Adolescents | 3 |
| HS 175 | Substance Abuse Education, Prevention, And Intervention | 3 |
| HS 112* | Conflict Resolution and Mediation | 3 |

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

± HS 110 requires completion of HS 100, HS 120, HS 140, HS 170 and HS 285

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

CURRENT
Early Childhood Teacher
Certificate of Achievement

This certificate meets the ~~coursework~~ requirements of the Teacher level Child Development Permit ~~and prepares students to be competent and effective teachers and caregivers for young children ages 3-5. Additional work experience with young children (175 days of 3 hours per day within 4 years) is required to qualify for state permit. Saddleback Certificate can be earned with coursework only.~~

A minimum grade of "C" in each course is required to receive the certificate.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe developmental milestones for children in the areas of physical, psychosocial, cognitive, and language development.
- Identify environmental, cultural, familial, economic, political, and historical contexts that influence all children's development.
- Demonstrate a range of skills and knowledge related to the unique need of children ages 0-5 years.
- Apply developmental theory, knowledge of child development, DCLAP, and research based teaching strategies to develop curriculum for the unique educational needs of young children individually and in group care settings.
- Demonstrate developmentally appropriate observation, assessment, and documentation skills that can be applied to interpretations of growth and development, planning, and identification of individual needs.
- Demonstrate professional skills including ethical practice, reflective practice, written and verbal communication, collaboration, advocacy, and identification of personal qualifications in relationship to state and national requirements for teachers of young children.

Core Courses

| Course ID | Title | Units |
|--------------------|--|--------------|
| CD-101* | Principles and Practices of Teaching Young Children | 3 |
| CD-105* | Child, Family, and Community | 3 |
| CD-107* | Child Growth and Development | 3 |
| CD-110* | Introduction to Early Childhood Curriculum | 3 |
| CD-111* | Child Guidance and Communication | 3 |
| CD-112* | Health, Safety, and Nutrition | 3 |
| CD-117* | Teaching Children in a Diverse Society | 3 |
| CD-120* | Observation and Assessment | 3 |

Supervised Field Experience Course

| | | |
|--------------------|--|--------------|
| CD-121* | Practicum-The student teaching experience | 5 |
|--------------------|--|--------------|

~~Lab placement must be in a setting that serves children ages 3-5.~~

General Education (16 units):

A course in each of the following 4 areas must be included.
See Associate Degree, CSU or IGETC General Education lists found in class schedule or student handbook for acceptable courses.

| | |
|-----------------------|----|
| English/Language Arts | |
| Science or Math | |
| Social Sciences | |
| Humanities/Fine Arts | 16 |

Total Units for the Certificate 45

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

REVISED
Early Childhood Teacher
Certificate of Achievement

This certificate meets the education requirements of the Teacher level of the Child Development Permit issued by the California Commission on Teacher Credentialing (CTC). Developmental and learning theory as well as appropriate strategies for teaching and caring for children ages birth to 8 will be studied and applied. Family collaboration, cultural sensitivity, and relationship based practice will be emphasized. This certificate prepares students to provide competent and effective care and instruction of children in an early care and education program, and supervise assistants, classroom aides and/or volunteers in a variety of children's settings. Additional work is required to obtain CTC's Teacher Permit. A minimum grade of "C" in each course is required to receive the certificate and/or qualify for the Child Development Permit.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe developmental milestones for children in the areas of physical, psycho-social, cognitive, and language development.
- Identify environmental, cultural, familial, economic, political, and historical contexts that influence all children's development.
- Demonstrate a range of skills and knowledge related to the unique need of children ages 0-8 years.
- Apply developmental theory, knowledge of child development, DCLAP (developmentally, culturally, linguistically appropriate practices), and demonstrate use of research based teaching strategies to develop curriculum for the unique educational needs of young children individually and in group care settings.
- Demonstrate developmentally appropriate observation, assessment, and documentation skills to identify individual child needs and use that knowledge to plan appropriate curriculum.
- Demonstrate professional skills including ethical practice, reflective practice, written and verbal communication, collaboration, advocacy, and identification of personal qualifications in relationship to state and national requirements for teachers of young children.

Core Courses

| Course ID | Title | Units |
|-----------------|--|--------------|
| CDE 101* | Principles and Practices of Teaching Young Children | 3 |
| CDE 15* | Child, Family, and Community | 3 |
| CDE 7* | Child Growth and Development | 3 |
| Or | | |
| CDE 7H* | Honors Child Growth and Development | 3 |
| CDE 110* | Introduction to Curriculum | 3 |
| CDE 111* | Child Guidance and Communication | 3 |
| CDE 112* | Health, Safety, and Nutrition | 3 |
| CDE 117* | Teaching in a Diverse Society | 3 |
| CDE 120* | Observation and Assessment | 3 |
| CDE 121* | Practicum-The Student Teaching Experience | 5 |
| | Select from Required Breadth | 16-19 |
| | Total Units for the Major: | 45-48 |

Required Breadth

Students must complete area 1, select one course from each of areas 2, 3, and 4, and select one additional course from area 2, 3, or 4.

| Course ID | Title | Units |
|-----------------|---|----------|
| Area 1 | | |
| ENG 1A* | Principles of Composition I | 4 |
| Or | | |
| ENG 1AH* | Honors Principles of Composition I | 4 |

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

| | | |
|---------------|--|---|
| <i>Area 2</i> | | |
| MATH 10* | Introduction to Statistics | 3 |
| Or | | |
| MATH 14* | Mathematics for Elementary School Teachers | 5 |
| Or | | |
| MATH 103* | Mathematical Ideas | 3 |
| Or | | |
| PSYC 44* | Statistics for the Behavioral Sciences | 3 |
| Or | | |
| ANTH 1 | Biological Anthropology | 3 |
| Or | | |
| ANTH 1H | Honors Biological Anthropology | 3 |
| Or | | |
| ENV 18 | Introduction to Ecology | 4 |
| Or | | |
| GEOG 1 | Physical Geography | 3 |
| Or | | |
| GEOG 1H | Honors Physical Geography | 3 |
| Or | | |
| GEOL 1 | Introduction to Physical Geology | 4 |
| Or | | |
| GEOL 20 | Introduction to Earth Science | 4 |
| Or | | |
| HORT 20 | Introduction to Horticultural Science | 4 |
| <i>Area 3</i> | | |
| ANTH 2 | Cultural Anthropology | 3 |
| Or | | |
| ANTH 2H | Honors Cultural Anthropology | 3 |
| Or | | |
| GEOG 2 | Cultural Geography | 3 |
| Or | | |
| GEOG 2H | Honors Cultural Geography | 3 |
| Or | | |
| SOC 10 | Introduction to Marriage and the Family | 3 |
| Or | | |
| SOC 20 | Ethnic Cultures of the United States | 3 |
| Or | | |
| SOC 30 | Social Psychology | 3 |
| Or | | |
| PS 1 | American Government | 3 |
| Or | | |
| PS 1H | Honors American Government | 3 |
| <i>Area 4</i> | | |
| ENG 142* | Children's Literature | 3 |
| Or | | |
| ARTH 20 | Art Appreciation | 3 |
| Or | | |
| MUS 1 | The Basics of Music | 3 |
| Or | | |
| MUS 20 | Music Appreciation | 3 |
| Or | | |
| DANC 64 | History of Dance | 3 |
| Or | | |
| HORT 115 | History of Landscape Design | 3 |
| Or | | |
| ID 110 | Fundamentals of Interior Design | 3 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
General Electronic Technology
Certificate of Achievement

~~This program provides the student an education in the fundamentals of electronics and maximum flexibility to take elective courses of personal interest and complete a certificate in the shortest period of time. This program prepares the student for entry-level employment as an Electronic Technician at many companies.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify, describe, and determine the performance of common analog and digital electronic components.
- Draw, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of and connections to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- State and demonstrate troubleshooting skills and procedures for analog and digital electronics.

Required Courses:

| Course ID | Title | Units |
|-----------|------------------------------------|-------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| | Select from Restricted Electives | 6-8 |

Total Units for the Certificate 18-20

Restricted Electives

| | | |
|---------|---|---|
| ET 118 | Electronic Communication Systems | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |
| ET 201 | Robotics Fundamentals | 2 |
| ET 202* | Intermediate Robotics | 2 |

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

Revised
General Electronic Technology
Certificate of Achievement

The General Electronic Technology certificate program primarily prepares the student for entry-level employment as an electronic technician in companies involved in the manufacture, testing, troubleshooting, and repair of electronics hardware. The program covers the fundamentals of electronics, including electronic components, circuits, test equipment, testing, and troubleshooting, with flexibility for the student to take some elective courses of personal interest. The certificate also provides skill updating and upgrading for persons already employed in the electronics industry or related fields. Possible careers for electronic technicians with this certificate include field service technician, medical equipment technician, test and calibration technician, and electronics sales.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify, describe, and determine the performance of common analog and digital electronic components.
- Draw, describe, and determine the performance of common analog and digital electronic circuits.
- Demonstrate proper use of and connections to common laboratory test equipment for measuring the performance of common analog and digital circuits.
- State and demonstrate troubleshooting skills and procedures for analog and digital electronics.

Required Courses:

| Course ID | Title | Units |
|-----------|------------------------------------|-------|
| ET 114* | Digital Electronic Circuits | 4 |
| ET 133 | DC and AC Fundamentals | 4 |
| ET 135* | Semiconductor Devices and Circuits | 4 |
| | Select from Restricted Electives | 6-8 |

Total Units for the Certificate 18-20

Restricted Electives

| | | |
|----------------|---|----------|
| ET 118 | Electronic Communication Systems | 4 |
| ET 200* | Digital Signal Processing and Microcontrollers | 4 |
| ET 201 | Robotics Fundamentals | 2 |
| ET 202* | Intermediate Robotics | 2 |
| CWE 180 | Co-Op-Ed Electronic Technology | 1 |
| CWE 180 | Co-Op-Ed Electronic Technology | 2 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Human Services Generalist
Certificate of Achievement

The Human Services Generalist ~~program is designed to provide persons with both a~~ historical and a current perspective of the basic issues within the human services field. It will introduce students to the growing career options within the ~~field, provide an opportunity to explore several of the program options, and generally provide the kind of information that will enable students to make informed decisions in regard to career directions.~~

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core, skills training and experiential learning in ~~field work settings.~~

Core Courses:

| Course ID | Title | Units |
|---------------------------------------|---|-------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Certificate: | | 15 |

Required Courses:

| | | |
|-----------------------------------|--|-----|
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| Select from Restricted Electives: | | 3 |
| Total Units for the Certificate: | | 37 |

Revision
Human Services Generalist
Certificate of Achievement

The Human Services **(HS)** Generalist Certificate of Achievement is a Career Technical Education program designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions field including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for an array of careers in the behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the HS Generalist Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the fall and spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS 110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS 110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Potential Careers: Case Worker, Residential Manager/Monitor, Juvenile Court Liaison, Home Health Aide, Crisis Intervention Counselor, Community Organizer, Advocate, Community Action Worker, Gerontology Aide, Group Home Worker, and much more.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Restricted Electives:

| | | |
|-----------------|--|----------|
| APSY-150 | Helping Relationships | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 172* | Physiological Effects and Pharmacology Of Alcohol and Drugs | 3 |
| HS 175 | Substance Abuse Education, Prevention, and Intervention | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| PSYC 125* | Psychology of Aging | 3 |
| SOC 1 | Introduction to Sociology | 3 |
| SOC 2 | Social Problems | 3 |
| SOC 10 | Introduction to Marriage and the Family | 3 |
| SOC 20 | Ethnic Cultures of the United States | 3 |

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core skills training and experiential learning in a human services setting.
- Impart effective rapport, and communication and attending skills.

Core Courses:

| Course ID | Title | Units |
|------------------------------|---|------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| | Select from Restricted Electives: | 3 |
| | Total Units for the Certificate: | 37 |
| Restricted Electives: | | |
| HS 112* | Conflict Resolution and Mediation | 3 |
| HS 172* | Physiological Effects and Pharmacology Of Alcohol and Drugs | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| SOC 1 | Introduction to Sociology | 3 |
| SOC 10 | Introduction to Marriage and the Family | 3 |
| COUN 150 | Helping Relationships | 3 |
| PSYC 125* | Psychology of Aging | 3 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Human Services Generalist
Associate in Science

The Human Services Generalist program is designed to provide ~~persons with both a~~ historical and a current perspective of the basic issues within the human services field. It will introduce students to the growing career options within the ~~field~~, ~~provide an opportunity to explore several of the program options, and generally provide the kind of information that will enable students to make informed decisions in regard to career directions.~~

~~The completion of the Core Courses is required for eligibility of enrollment in HS 110 and is required for the completion of the Certificate Programs. It is recommended that these courses be taken as early as possible.~~

~~A minimum grade of "C" in all courses is required to receive the certificate.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~• Exemplify knowledge of the breadth of the Human Services profession.~~
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core, skills training and experiential learning in ~~field work settings.~~

Core Courses:

| Course ID | Title | Units |
|---------------------------------|---|-------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Major: | | 15 |

Required Courses:

| | | |
|----------------------------|--|-----|
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| Total Units for the Major: | | 37 |

Revision
Human Services Generalist
Associate of Science

The Human Services (HS) Generalist Associate of Science program is designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions field including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for an array of careers in the behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the HS 110 Fieldwork and Seminar I (Beginning Practicum) and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the HS Generalist Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled in the fall and spring semesters to inform students of the application process. Check the Human Services website or Facebook page for the dates and times.

The application process is competitive and completion of an application does not guarantee acceptance into the HS 110 Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the HS 110 Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the HS 150 Fieldwork & Seminar II (Advanced Practicum) course.

Potential Careers: Case Worker, Residential Manager/Monitor, Juvenile Court Liaison, Home Health Aide, Crisis Intervention Counselor, Community Organizer, Advocate, Community Action Worker, Gerontology Aide, Group Home Worker, and much more.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Restricted Electives:

| | | |
|-----------------|--|----------|
| APSY-150 | Helping Relationships | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 172* | Physiological Effects and Pharmacology Of Alcohol and Drugs | 3 |
| HS 175 | Substance Abuse Education, Prevention, and Intervention | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| PSYC 125* | Psychology of Aging | 3 |
| SOC 1 | Introduction to Sociology | 3 |
| SOC 2 | Social Problems | 3 |
| SOC 10 | Introduction to Marriage and the Family | 3 |
| SOC 20 | Ethnic Cultures of the United States | 3 |

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Engage human services intervention skills on a micro and macro level.**
- **Use Human Services behavioral core skills training and experiential learning in a human services setting.**
- **Impart effective rapport, and communication and attending skills.**

Core Courses:

| Course ID | Title | Units |
|------------------------------|---|------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 170 | Alcohol and Other Drugs in our Society | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 110* | Field Instruction and Seminar I | 3.5 |
| HS 150* | Field Instruction and Seminar II | 3.5 |
| | Select from Restricted Electives: | 3 |
| | Total Units for the Major: | 37 |
| Restricted Electives: | | |
| HS 112* | Conflict Resolution and Mediation | 3 |
| HS 172* | Physiological Effects and Pharmacology Of Alcohol and Drugs | 3 |
| HS 171 | Substance Abuse – Intervention, Treatment and Recovery | 3 |
| HS 187 | Juvenile Violence, Gangs, and Victimization | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| SOC 1 | Introduction to Sociology | 3 |
| SOC 10 | Introduction to Marriage and the Family | 3 |
| COUN 150 | Helping Relationships | 3 |
| PSYC 125* | Psychology of Aging | 3 |

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

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Humanities Associate in Arts

The curriculum in the Humanities Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors in the humanities such as language, history, literature or philosophy, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and evaluate the origin, growth, varieties, and cultural manifestations of individuality in different cultural traditions.
- Identify and evaluate nature (e.g. our conceptions of nature, our relation to nature, etc.) in different cultural traditions.
- Identify and evaluate economic, social, religious and artistic conflict between different cultural traditions.

| Course ID | Title | Units |
|--|--|--------------|
| A minimum of 18 units from the following: | | |
| International Language Level 3 or 4 | | 5 |
| HIST 4 | World History to 1750 | 3 |
| HIST 5 | World History from 1750 | 3 |
| HUM 1* | Introduction to Humanities | 3 |
| HUM 2* | Origins of Western Culture in Literature | 3 |
| HUM 3* | The Culture of Medieval and Renaissance Europe | 3 |
| HUM 10A* | Culture, Science, and Society I | 3 |
| HUM 10B* | Culture, Science, and Society II | 3 |
| HUM 21* | The Search for Meaning – Ideas of Self Across Cultures | 3 |
| HUM 22* | Gods, Clocks, and Visions | 3 |
| HUM 25* | Planet Earth – Contemporary Issues and Controversies | 3 |
| PHIL 1* | Introduction to Philosophy | 3 |
| Total Units for the Major: | | 18 |

Associate in Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the **Associate in Arts 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.

Revised
Humanities Associate of Arts

The curriculum in the Humanities Associate **of Arts** degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors in the humanities such as **English**, history, **art history**, literature or philosophy, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment. **While there are few direct pathways for the recipient of a Humanities degree, or any Liberal Arts degree, student who major in the Humanities and other Liberal Arts find employment because of their development of critical skills in writing, collaboration, and communication. According to the US Bureau of Labor Statistics, Liberal Arts majors find employment in fields including management, teaching, legal fields, sales, media, and more.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and evaluate the origin, growth, varieties, and cultural manifestations of individuality in different cultural traditions.
- Identify and evaluate nature (e.g. our conceptions of nature, our relation to nature, etc.) in different cultural traditions.
- Identify and evaluate economic, social, religious and artistic conflict between different cultural traditions.

| Course ID | Title | Units |
|---|---|--------------|
| Core Require Courses | | |
| HUM 1* | Introduction to Humanities | 3 |
| HIST 4 | World History to 1500 | 3 |
| HIST 5 | World History from 1500 | 3 |
| Restricted Electives: | | 9 |
| Total Units for the Major: | | 18 |
| Restricted Electives: Select 3 courses | | |
| HUM 2* | Origins of Western Culture in Literature | 3 |
| HUM 3* | The Culture of Medieval and Renaissance Europe | 3 |
| HUM 21* | The Search for Meaning – Ideas of Self Across Cultures | 3 |
| HUM 25* | Planet Earth – Contemporary Issues and Controversies | 3 |
| HON 11H* | Honors Culture, Science, Society – Renaissance | 3 |
| HON 12H* | Honors Culture, Science, Society- The Postmodern World | 3 |
| HON 13H* | Honors Culture, Science Society- Power, Resistance, Empire | 3 |
| HON 14H* | Honors Culture, Science, Society- Transformation of Empire | 3 |
| PHIL 1* | Introduction to Philosophy | 3 |
| Or | | |
| PHIL 1H* | Honors Introduction to Philosophy | 3 |

Associate of Arts 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 Arts 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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Administrative Medical Assistant
Certificate of Achievement

~~This program prepares the student for employment as an administrative (front office) medical assistant in a physician's office or clinic. The Administrative Medical Assistant program prepares the student to schedule appointments, perform medical reception duties, handle financial matters (including medical collection), manage electronic health records and other medical records, and do insurance billing. The externship in the front office of a physician's office will help provide the student with the administrative experience necessary to enter the workforce. Students are required to hold a valid basic life support CPR card for healthcare providers and carry malpractice insurance while in MA 217*.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate administrative medical skills
- Describe legal and ethical practices related to medical care
- Demonstrate medical office employability skills
- ~~A minimum grade of "C" in all courses is required to receive the certificate.~~

Required Courses:

| Course ID | Title | Units |
|----------------------------------|--|-------|
| HSC 201 | Medical Terminology | 3 |
| INSR 260 | Computer Applications/HER in Health Care | 3 |
| INSR 224A | Reimbursement Methodologies | 3 |
| INSR 226A | CPT/Ambulatory Care Coding | 3 |
| INSR 228A | Fundamentals of ICD Coding | 3 |
| MA 206 | Introduction to Medical Assisting | 3 |
| MA 211A | Medical Reception Techniques | 2.5 |
| MA 212A | Medical Office Financial Procedures | 2.5 |
| MA 213A | Medical Records Management | 2.5 |
| MA 217A* | Medical Assisting Clinical Experience -- Administrative | 3 |
| MA 222 | Legal and Ethical Aspects of Health Information | 3 |
| Total Units for the Certificate: | | 34.5 |

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

Suggested coursework not required for the major: **EMT-207, EMT-207C; PHLB-240**; MA 211B, MA 213B, MA 214B, MA 218B.

Revised
Administrative Medical Assistant
Certificate of Achievement

The Administrative Medical Assistant Certificate of Achievement prepares students for employment as administrative (front office) medical assistants in a physician's office, clinic or outpatient center.

Students learn skills and job competencies for entry into the workplace. These include: professionalism, soft skills, appointment scheduling, reception duties, medical records management, insurance authorizations, reimbursement, billing and coding for the medical office or clinic. Students complete 150 hours of supervised training in a medical office or clinic. Proof of medical malpractice insurance, current Basic Life Support (BLS) certification and health clearance are required for the clinical experience. A minimum grade of "C" in all courses is required. Letter grade only. Upon completion of this certificate program, students meet the California Certification Board of Medical Assistant's certification examination (CCBMA) requirements. Students may enter the program in Spring, Summer or Fall. There are no pre-requisites for entry into the program.

Other potential careers that the student may enter upon completion include: Medical Insurance Coding Specialist, Health Medical Preparatory programs, Medical Office Management/Administration, Medical Receptionist, or Medical Secretary.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate administrative medical skills
- Describe legal and ethical practices related to medical care
- Demonstrate medical office employability skills

Required Courses:

| Course ID | Title | Units |
|----------------------------------|--|-------|
| MA 206 | Introduction to Medical Assisting | 3 |
| MA 224A | Basics of Medical Insurance, Billing and Reimbursement | 3 |
| MA 280 | Healthcare Organization Practices | 3 |
| MA 282 | Fundamentals of Medical Practice Coding | 3 |
| HSC 104 | Medical Terminology | 3 |
| HSC 106 | Legal and Ethical Aspects of Health Information | 3 |
| HSC 107* | Human Body Fundamentals | 3 |
| CIM 112 | Microsoft Office | 3 |
| MA 217A* | Medical Assisting Clinical Experience -- Administrative | 3 |
| Total Units for the Certificate: | | 27 |

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

Suggested coursework not required for the major: MA 211B, **MA 212B** MA 213B, MA 214B, MA 218B.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Mental Health Worker
Certificate of Achievement

~~The Human Service department has designed the Mental Health Worker program to educate students to understand cultural competency skills needed for clients and family members to enter the public mental health labor force. It will introduce students to benefits acquisitions, the recovery model, co-occurring disorders and integrated services, early identification of mental illness and evidence-based practices.~~

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate multiple approaches in their work with the mental health and co-occurring populations.
- Impart appropriate intervention practices to use with individuals and families impacted by mental health and/or co-occurring disorders.
- ~~Use Human Services behavioral core, skills training and experiential learning in field work settings.~~

Required Courses:

| Course ID | Title | Units |
|--|--|-----------|
| CWE 180*† | Cooperative Work Experience – Mental Health | 2 |
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Core Units for the Certificate: | | 29 |

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

† Recommended to be taken in last semester of program.

Revision
Mental Health Worker
Certificate of Achievement

The Mental Health Worker Certificate of Achievement program provides the knowledge, skills, and cultural competencies needed to engage in best practices in the field of mental health. It prepares individuals to work as paraprofessionals in entry-level positions in the field of mental health. The Mental Health Worker program introduces students to co-occurring disorders and integrated services, benefits and entitlement acquisitions, the recovery model, and the early identification of mental health issues and evidence-based practices. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in Cooperative Work Experience mental health fieldwork settings.

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

Completion of the nine (9) Mental Health Core Courses are prerequisites for the Mental Health Worker Cooperative Work Experience (CWE) [Internship] and is required for the completion of the Mental Health Worker Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Mental Health Worker Roadmap chart. CWE Information Sessions are scheduled in Spring semesters to inform students of the CWE orientation and placement process. Check the Human Services website or Facebook page for the dates and times.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate multiple approaches in their work with the mental health and co-occurring populations.
- Apply the principles of the Recovery Model to mental health interventions.
- Impart appropriate intervention practices to use with individuals and families impacted by mental health and/or co-occurring disorders.
- Use Mental Health Services behavioral core skills training and experiential learning in mental health settings.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Required Courses:

| Course ID | Title | Units |
|---|--|--------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| CWE 180*† | Cooperative Work Experience – Mental Health | 2 |
| Total Units for the Certificate: | | 29 |

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

† Recommended to be taken in last semester of program.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Mental Health Worker
Associate in Science

~~The Human Services department has designed the Mental Health Worker program to educate students to understand cultural competency skills needed for clients and family members to enter the public mental health labor force. It will introduce students to benefits acquisitions, the recovery model, co-occurring disorders and integrated services, early identification of mental illness and evidence-based practices.~~

A minimum grade of "C" in all courses is required to receive the **Certificate**.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate multiple approaches in their work with the mental health and co-occurring populations.
- Impart appropriate intervention practices to use with individuals and families impacted by mental health and/or co-occurring disorders.
- ~~Use Human Services behavioral core, skills training and experiential learning in field work settings.~~

Required Courses:

| Course ID | Title | Units |
|-----------------------------------|--|-----------|
| CWE 180*† | Cooperative Work Experience – Mental Health | 2 |
| HS 100* | Introduction to Human Services | 3 |
| HS 120 | Human Development in the Social Environment | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| Total Units for the Major: | | 29 |

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

† Recommended to be taken in last semester of program.

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualify the student~~ for an Associate in Science degree. A minimum of 12 units must be taken 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.

Revision
Mental Health Worker
Associate of Science

The Mental Health Worker Associate of Science degree program provides the knowledge, skills, and cultural competencies needed to engage in best practices in the field of mental health. It prepares individuals to work as paraprofessionals in entry-level positions in the field of mental health. The Mental Health Worker program introduces students to co-occurring disorders and integrated services, benefits and entitlement acquisitions, the recovery model, and the early identification of mental health issues and evidence-based practices. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in Cooperative Work Experience mental health fieldwork settings.

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

Completion of the nine (9) Mental Health Core Courses are prerequisites for the Mental Health Worker Cooperative Work Experience (CWE) [Internship] and is required for the completion of the Mental Health Worker Program. Visit the Human Services website at <https://www.saddleback.edu/hs/human-services> for the Mental Health Worker Roadmap chart. CWE Information Sessions are scheduled in Spring semesters to inform students of the CWE orientation and placement process. Check the Human Services website or Facebook page for the dates and times.

Potential Careers: Mental Health Worker I, Peer Mentor, House Monitor, Group Facilitator, Activities Coordinator, Intake Specialist, Mental Health Care Advocate, Case Worker, Care Giver.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate multiple approaches in their work with the mental health and co-occurring populations.
- **Apply the principles of the Recovery Model to mental health interventions.**
- Impart appropriate intervention practices to use with individuals and families impacted by mental health and/or co-occurring disorders.
- **Use Mental Health Services behavioral core skills training and experiential learning in mental health settings.**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Required Courses:

| Course ID | Title | Units |
|-----------------------------------|--|--------------|
| HS 100* | Introduction to Human Services | 3 |
| HS 120* | Human Development in the Social Environment | 3 |
| HS 140 | Group Leadership and Group Process | 3 |
| HS 176* | Co-Occurring Disorders | 3 |
| HS 285 | Ethical Issues and Client's Rights | 3 |
| HS 131 | Multicultural and Diverse Populations In the United States | 3 |
| HS 174 | Case Administration, Crisis Intervention and Referral | 3 |
| HS 177 | Family Dynamics of Addiction and Abuse | 3 |
| HS 220 | Benefits and Entitlement | 3 |
| CWE 180*† | Cooperative Work Experience – Mental Health | 2 |
| Total Units for the Major: | | 29 |

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

† Recommended to be taken in last semester of program.

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Philosophy Associate in Arts

The curriculum in the Philosophy Associate Degree program is designed to provide the transfer student the opportunity to achieve an associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, ~~earning the associate degree would support attempts to gain entry-level employment or promotion.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and evaluate the main philosophical theories in metaphysics, epistemology, and ethics in the Western tradition.
- Use logical principles (i.e. formal and/or informal logic) and apply them to everyday examples.
- Recognize and understand the universalizing, structuring, and metaphorical power of language as it affects thinking and theorizing.

Required Courses

| Course ID | Title | Units |
|--|--|--------------|
| PHIL 1* | Introduction to Philosophy | 3 |
| PHIL 10* | World Religions | 3 |
| PHIL 12* | Introduction to Logic | 3 |
| Select a Minimum of 9 Units from the Following: | | |
| ENG 15A* | Survey of American Literature—1620-1860 | 3 |
| ENG 15B* | Survey of American Literature—1860-Contemporary | 3 |
| —Or— | | |
| ENG 17A* | Survey of English Literature—Beowulf to Romantic Movement | 3 |
| ENG 17B* | Survey of English Lit—Romantic Movement To the Present | 3 |
| —Or— | | |
| ENG 21A* | World Literature—Ancient to 17th Century | 3 |
| ENG 21B* | World Literature—17th Century to Modern Period | 3 |
| HIST 4 | World History to 1750 | 3 |
| HIST 5 | World History from 1750 | 3 |
| HUM 1* | Introduction to Humanities | 3 |
| PHIL 15* | Introduction to Ethics | 3 |
| Total Units for the Major: | | 18 |

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

Associate in-Arts Degree

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

General Education Requirements for Associate Degrees

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

~~**Suggested coursework not required for the major: Four college semesters, or the equivalent, of a foreign language are strongly recommended. Art history, English literature, history, interdisciplinary studies courses, and psychology or other social sciences are also recommended.**~~

Revised
Philosophy Associate of Arts

The Philosophy Department applies critical and analytic methods to theories of knowledge, reality, ethics, religion, and more, from a variety of cultural perspectives, and thereby promotes intellectual growth, an appreciation of social justice, and character. Using traditional philosophical literature, students are exposed to a specific set of philosophical problems and themes that span the history of the discipline.

In all of our Philosophy courses, we maintain a dynamic environment for learning in which we discuss and evaluate philosophical theories and concepts and apply that learning to everyday life through the use of further analysis. The study of such fundamental issues through various perspectives increases cultural awareness and develops critical thinking skills in the students. The Philosophy Program offers courses that examine our common assumptions, values, and traditions, and thereby challenge students to grow intellectually and personally. The content of philosophy focuses on an array of questions regarding humanity, morality, knowledge, and reality. Studying this content expands one's intellectual horizons. Moreover, the practice of careful argumentation that is central to the philosophical method puts students in the position to be effective and motivated lifelong learners.

The curriculum in the Philosophy Associate **of Science** degree program is designed to provide the transfer student the opportunity to achieve an associate degree. While a baccalaureate or higher degree is recommended for those considering majors related ~~to the field of philosophy—majors which include philosophy itself as well as literature, history, economics, gender studies, religion, political science, and law—~~earning the associate degree would support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and evaluate the main philosophical theories in metaphysics, epistemology, and ethics in the Western tradition.
- Use logical principles (i.e. formal and/or informal logic) and apply them to everyday examples.
- Recognize and understand the universalizing, structuring, and metaphorical power of language as it affects thinking and theorizing.

Required Core

| Course ID | Title | Units |
|-----------------------------------|-----------------------------------|--------------|
| PHIL 1* | Introduction to Philosophy | 3 |
| Or | | |
| PHIL 1H* | Honors Introduction to Philosophy | 3 |
| PHIL 5* | History of Modern Philosophy | 3 |
| PHIL 12* | Introduction to Logic | 3 |
| PHIL 14* | Philosophy of Religion | 3 |
| Restricted Electives | | 6 |
| Total Units for the Major: | | 18 |

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Restricted Electives

| | | |
|----------|---|---|
| PHIL 10* | World Religions | 3 |
| PHIL 15* | Introduction to Ethics | 3 |
| HUM 1* | Introduction to Humanities | 3 |
| HUM 2* | Origins of Western Culture in Literature | 3 |
| HUM 3* | The Culture of Medieval and Renaissance Europe | 3 |

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

Associate of Arts 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 Arts 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 2018-2019

Current
Physics Associate in Science

The curriculum in the Physics Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors in engineering, biological sciences, or physics, earning the associate degree may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate understanding of classical (or Newtonian) and fluid dynamics.
- Demonstrate understanding of classical electricity and magnetism.
- Demonstrate understanding of quantum mechanics, nuclear physics, optics and the special theory of relativity.

| Course ID | Title | Units |
|-----------------------------------|--|--------------|
| First Year | | |
| CS 1A | Introduction to Computer Science | 3 |
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |
| Second Year | | |
| MATH 3C* | Analytic Geometry and Calculus | 5 |
| MATH 24* | Elementary Differential Equations | 4 |
| MATH 26* | Introduction to Linear Algebra | 4 |
| PHYS 4B* | General Physics | 5 |
| PHYS 4C* | General Physics | 5 |
| Total Units for the Major: | | 41 |

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

Associate in 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 in Science degree**. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: CHEM 1A, CHEM 1B.

Revision
Physics Associate of Science

The curriculum in the Physics Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate of Science degree. While a baccalaureate or higher degree is recommended for those considering majors in engineering, biological sciences, or physics, earning the associate degree may also support attempts to gain entry-level employment or promotion. **The Physics Associate of Science degree allows the student to add course work toward alternative goals as mentioned above. For example, starting with a Physics AS degree, the student could customize their coursework to transfer to a four-year institution in pursuit of an engineering degree.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate understanding of classical (or Newtonian) and fluid dynamics.
- Demonstrate understanding of classical electricity and magnetism.
- Demonstrate understanding of quantum mechanics, nuclear physics, optics and the special theory of relativity.

| Course ID | Title | Units |
|-----------------------------------|--|--------------|
| MATH 3A* | Analytic Geometry and Calculus | 5 |
| Or | | |
| MATH 3AH* | Honors Analytic Geometry and Calculus | 5 |
| PHYS 4A* | General Physics | 5 |
| MATH 3B* | Analytic Geometry and Calculus | 5 |
| PHYS 4B* | General Physics | 5 |
| PHYS 4C* | General Physics | 5 |
| Total Units for the Major: | | 41 |

*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.

Suggested coursework not required for the major: CHEM 1B, **MATH 3C, MATH 24, and MATH 26.**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Political Science
Associate in Arts

The curriculum in the Political Science Associate Degree program is designed to provide the transfer student the opportunity to achieve an **associate degree**. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the associate degree may support attempts to gain entry-level employment in **public administration or social services**.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Required Courses:

It is recommended that PS 1 be taken prior to or concurrently with a combination of courses to be selected from those listed below.

| Course ID | Title | Units |
|-----------|-------------------------------------|-----------|
| PS 1 | American Government | 3 |
| PS 4 | Introduction to Political Science | 3 |
| PS 12 | Comparative Politics and Government | 3 |
| PS 14 | International Relations | 3 |
| | Select from Restricted Electives: | 6 |
| | Total Units for the Major: | 18 |

Restricted Electives:

ECON 2*, 4*, 11; HIST 16, 17; MATH 10*, **PS-10**, 11, 80, SOC 1.

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

Associate in Arts Degree

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the **Associate in Arts** 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.

Revised
Political Science
Associate of Arts

The curriculum in the Political Science Associate **of Arts** Degree program is designed to provide the transfer student the opportunity to achieve an **Associate Degree**. While a baccalaureate or higher degree is recommended for those considering majors related to this field **such as pre-law, economics, history and journalism**, earning the associate degree may support attempts to gain entry level employment in **government, advocacy jobs, and lobbyist professions**.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate an understanding of the principles and problems of politics in the United States and globally.
- Demonstrate an understanding of the basic systems, theories, ideologies, and models of political analysis.
- Explore specialized fields of study, including international relations, comparative politics, and political philosophy and theory.

Required Courses:

| Course ID | Title | Units |
|--------------|---|-----------|
| PS 1 | American Government | |
| Or | | |
| PS 1H | Honors American Government | 3 |
| PS 4 | Introduction to Political Science | 3 |
| PS 12 | Comparative Politics and Government | 3 |
| PS 14 | International Relations | 3 |
| | Select from Restricted Electives | 6 |
| | Total Units for the Major: | 18 |

Restricted Electives: Select two courses

| | | |
|-----------------|--|----------|
| ECON 2* | Principles (MACRO) | |
| 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 |
| Or | | |
| PS 11 | International Political Economy | 3 |
| HIST 16 | History of the United States to 1876 | 3 |
| HIST 17 | History of the United States since 1876 | 3 |
| MATH 10* | Introduction to Statistics | 3 |
| PS 10H | Honors Political Theory | 3 |
| PS 80 | Introduction to Contemporary Africa | 3 |
| SOC 1 | Introduction to Sociology | 3 |

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

Associate of Arts 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 Arts** 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 2018-2019

Current
Professional Retailing
Certificate of Achievement

~~Success in business roles and merchandising is often found in the skills of management, promotion, or merchandising. The Professional Retailing program is designed to allow a choice of additional study in one of the three skill areas.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~• Identify the fundamentals of professional retailing:~~
- ~~• merchandising, marketing, management, staffing, buying, pricing, transaction/stock control, location, layout, service, consumer behavior and service, and current problems and trends, as they apply to the retailing of goods and services.~~
- ~~• Assess human communication styles; plan and apply motivational strategies; solve human relations issues.~~
- ~~• Engage successfully in one-to-one professional selling in today's marketplace.~~
- ~~• Demonstrate skills in one of three retailing specialties: management, promotion, or merchandising.~~

| Course ID | Title | Units |
|-----------|------------------------------------|-------|
| BUS 1 | Introduction to Business | 3 |
| BUS 125 | Human Relations in Business | 3 |
| BUS 137 | Professional Selling Fundamentals | 3 |
| CWE 180 | Co-Op-Ed Business | 1 |
| -Or- | | |
| CWE 180 | Co-Op-Ed Business | 2 |
| -Or- | | |
| CWE 180 | Co-Op-Ed Business | 3 |
| -Or- | | |
| CWE 180 | Co-Op-Ed Business | 4 |
| CIM 112 | Microsoft Office | 3 |
| | Select one Specialty Industry Area | 12-15 |
| | Total Units for the Certificate: | 25-31 |

Specialty Industry Areas:

Area I – Management

| | | |
|----------|-------------------------------|---|
| BUS 12 | Business Law | 3 |
| -Or- | | |
| BUS 14 | Legal Environment of Business | 3 |
| BUS 104* | Business Communication | 3 |
| BUS 120 | Business Management | 3 |
| -Or- | | |
| BUS 135 | Marketing | 3 |

Revision
Retailing and Selling
Certificate of Achievement

The Certificate of Achievement in Retailing and Selling is designed for students interested in careers in retail or sales professions. The program will accommodate non-business-major students who are desiring advancement in a current career as well as students seeking initial employment in merchandising and retail or as sales professionals. Careers include merchandising, insurance, auto, and other sales representatives or agents and representatives for retail, wholesale, and service industries. The certificate can be completed in a single term. The Certificate of Achievement in Retailing and Selling may be completed in one semester.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Engage successfully in professional retailing or personal selling.
- Handle human relations issues.
- Work effectively in today's business environments and management structures.
- Apply effective communication skills, including cross-cultural communication and listening skills.

| Course ID | Title | Units |
|-----------|-----------------------------------|-------|
| BUS 120 | Business Management | 3 |
| BUS 125 | Human Relations in Business | 3 |
| BUS 137 | Professional Selling Fundamentals | 3 |
| BUS 136 | Principles of Retailing | 3 |
| | Restricted Electives: | 3 |
| | Total Units for the Certificate: | 15 |

Restricted Electives:

| | | |
|----------|--|---|
| ACCT 214 | Business Analysis and Calculations | 3 |
| -Or- | | |
| CWE 180 | Cooperative Work Experience – Business | 3 |
| -Or- | | |
| BUS 102 | Oral Business Communications | 3 |

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Area II – Promotion

| | | |
|----------|--|---|
| BUS 135 | Marketing | 3 |
| BUS 138 | Advertising | 3 |
| –Or | | |
| CTVR 138 | Advertising | 3 |
| –Or | | |
| BUS 105 | Social Media Marketing | 3 |
| FASH 150 | Fashion Apparel and Professional Techniques | 3 |
| GS101 | Introduction to Graphic Communication | 3 |

Area III – Merchandising

| | | |
|----------|--|---|
| BUS 31 | Textiles | 3 |
| –Or | | |
| FASH 31 | Textiles | 3 |
| BUS 135 | Marketing | 3 |
| BUS 136 | Principles of Retailing | 3 |
| –Or | | |
| BUS 143 | Fashion Buying and Merchandising | 3 |
| –Or | | |
| FASH 143 | Fashion Buying and Merchandising | 3 |
| BUS 147 | Special Events Coordination and Promotion | 3 |
| –Or | | |
| FASH 147 | Special Events Coordination and Promotion | 3 |
| BUS 148 | Visual Merchandising | 3 |
| –Or | | |
| FASH 148 | Visual Merchandising | 3 |

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Professional Retailing
Associate in Science

Success in business roles and merchandising is often found in the skills of management, promotion, or merchandising. The Professional Retailing program is designed to allow a choice of additional study in one of the three skill areas:

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify the fundamentals of professional retailing:
- merchandising, marketing, management, staffing, buying, pricing, transaction/stock control, location, layout, service, consumer behavior and service, and current problems and trends, as they apply to the retailing of goods and services.
- Assess human communication styles; plan and apply motivational strategies; solve human relations issues.
- Engage successfully in one-to-one professional selling in today's marketplace.
- Demonstrate skills in one of three retailing specialties: management, promotion, or merchandising.

| Course ID | Title | Units |
|-----------|------------------------------------|-------|
| BUS 1 | Introduction to Business | 3 |
| BUS 125 | Human Relations in Business | 3 |
| BUS 137 | Professional Selling Fundamentals | 3 |
| CWE 180 | Co-Op-Ed Business | 1 |
| -Or | | |
| CWE 180 | Co-Op-Ed Business | 2 |
| -Or | | |
| CWE 180 | Co-Op-Ed Business | 3 |
| -Or | | |
| CWE 180 | Co-Op-Ed Business | 4 |
| CIM 112 | Microsoft Office | 3 |
| | Select one Specialty Industry Area | 12-15 |
| | Total Units for the Certificate: | 25-31 |

Specialty Industry Areas:

Area I—Management

| | | |
|----------|-------------------------------|---|
| BUS 12 | Business Law | 3 |
| -Or | | |
| BUS 14 | Legal Environment of Business | 3 |
| BUS 104* | Business Communication | 3 |
| BUS 120 | Business Management | 3 |
| -Or | | |
| BUS 135 | Marketing | 3 |

Revision

Retailing and Selling
Associate of Science

The Associate of Science degree in Retailing and Selling is designed for students interested in careers in retailing and selling. The program will accommodate non-business-major students who are desiring advancement in a current career as well as students seeking initial employment as sales or retailing representatives. Careers include insurance, auto, manufacturing, and other sales representatives or agents, merchandising, and representatives for retail, wholesale, and service industries.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Engage successfully in professional retailing or personal selling.
- Handle human relations issues.
- Handle first line supervision of sales and retailing representatives.
- Work effectively in today's business environments and management structures.
- Apply effective communication skills, including cross-cultural communication and listening skills.

| Course ID | Title | Units |
|-----------|-----------------------------------|-------|
| BUS 102 | Oral Business Communications | 3 |
| BUS 120 | Business Management | 3 |
| BUS 125 | Human Relations in Business | 3 |
| BUS 137 | Professional Selling Fundamentals | 3 |
| BUS 136 | Principles of Retailing | 3 |
| | Restricted Electives: | 3 |
| | Total Units for the Certificate: | 18 |

Restricted Electives:

| | | |
|----------|--|---|
| ACCT 214 | Business Analysis and Calculations | 3 |
| Or | | |
| CWE 180 | Cooperative Work Experience – Business | 3 |

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.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Area II – Promotion

| | | |
|----------|---|---|
| BUS 135 | Marketing | 3 |
| BUS 138 | Advertising | 3 |
| –Or | | |
| CTVR 138 | Advertising | 3 |
| –Or | | |
| BUS 105 | Social Media Marketing | 3 |
| FASH 150 | Fashion Apparel and Professional Techniques | 3 |
| GS101 | Introduction to Graphic Communication | 3 |

Area III – Merchandising

| | | |
|----------|---|---|
| BUS 31 | Textiles | 3 |
| –Or | | |
| FASH 31 | Textiles | 3 |
| BUS 135 | Marketing | 3 |
| BUS 136 | Principles of Retailing | 3 |
| –Or | | |
| BUS 143 | Fashion Buying and Merchandising | 3 |
| –Or | | |
| FASH 143 | Fashion Buying and Merchandising | 3 |
| BUS 147 | Special Events Coordination and Promotion | 3 |
| –Or | | |
| FASH 147 | Special Events Coordination and Promotion | 3 |
| BUS 148 | Visual Merchandising | 3 |
| –Or | | |
| FASH 148 | Visual Merchandising | 3 |

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

Associate in Science Degree

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

~~Suggested coursework not required for the major: BUS 12, BUS 14, BUS 102, BUS 103, BUS 104, BUS 116, BUS 135, BUS 137, BUS 138, BUS 147, BUS 150, BUS 260,; CIM 1, CIM 10, CIM 120, CIM 121A, CIMN 100, CIMN 100A, CIMN 100B; FASH 140, FASH 144, FASH 150.~~

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Cinema/Television/Radio: Critical Studies
Certificate of Achievement

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|--|--|-----------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 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 |
| | Select from Restricted Electives | 3 |
| Total Units for the Certificate | | 21 |

Restricted Electives

| | | |
|------------|---|---|
| CTVR/JRN 1 | Mass Media and Society | 3 |
| CTVR 31* | Film Production I | 3 |
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| ENG 52* | The Film as Literature | 3 |

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

Deleted
Cinema/Television/Radio: Critical Studies
Certificate of Achievement

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

~~**Program Student Learning Outcomes**~~

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

~~**Required Courses**~~

| Course ID | Title | Units |
|---|---|----------------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 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 |
| | Select from Restricted Electives | 3 |
| Total Units for the Certificate | | 21 |

~~**Restricted Electives**~~

| | | |
|-----------------------|--|--------------|
| CTVR/JRN 1 | Mass Media and Society | 3 |
| CTVR 31* | Film Production I | 3 |
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| ENG 52* | The Film as Literature | 3 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Cinema/Television/Radio: Critical Studies
Associate in Science

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|----------------------------------|--|-----------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 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 |
| | Select from Restricted Electives | 3 |
| Total Units for the Major | | 21 |

Restricted Electives

| | | |
|------------|---|---|
| CTVR/JRN 1 | Mass Media and Society | 3 |
| CTVR 31* | Film Production I | 3 |
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| ENG 52* | The Film as Literature | 3 |

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

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Deleted
Cinema/Television/Radio: Critical Studies
Associate in Science

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

~~**Program Student Learning Outcomes**~~

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

~~**Required Courses**~~

| Course ID | Title | Units |
|----------------------|---|------------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 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 |
| | Select from Restricted Electives | 3 |

~~**Total Units for the Major** 21~~

~~**Restricted Electives**~~

| | | |
|-----------------------|--|--------------|
| CTVR/JRN 1 | Mass Media and Society | 3 |
| CTVR 31* | Film Production I | 3 |
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| ENG 52* | The Film as Literature | 3 |

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

~~**Associate in Science Degree**~~

~~Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.~~

~~**General Education Requirements for Associate Degrees**~~

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Post Production
Certificate of Achievement**

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|-----------|-------------------------------------|-------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Certificate 21

Restricted Electives

| | | |
|--------------|--|---|
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR/MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |

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

**Deleted
Post Production
Certificate of Achievement**

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

Program Student Learning Outcomes

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

Required Courses

| Course ID | Title | Units |
|----------------------|--|--------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Certificate 21

Restricted Electives

| | | |
|-------------------------|---|--------------|
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR/MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Post Production
Associate in Science

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|----------------------------------|-------------------------------------|-----------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |
| Total Units for the Major | | 21 |

Restricted Electives

| | | |
|--------------|--|---|
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR/MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |

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

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Deleted
Post Production
Associate in Science

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

Program Student Learning Outcomes

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

Required Courses

| Course ID | Title | Units |
|----------------------------------|--|--------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |
| Total Units for the Major | | 21 |

Restricted Electives

| | | |
|-------------------------|---|--------------|
| CTVR 42 * | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR/MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience Cinema, TV, Radio | 1 |

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

Associate in Science Degree

~~Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.~~

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Screen Acting and Voice Performance
Certificate of Achievement

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|-----------|---|-------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Certificate 21

Restricted Electives

| | | |
|-----------|---|---|
| CTVR 31* | Film Production I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| TA 290 | Acting for Television and Film | 3 |

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

Deleted
Screen Acting and Voice Performance
Certificate of Achievement

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

Program Student Learning Outcomes

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

Required Courses

| Course ID | Title | Units |
|----------------------|--|--------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Certificate 21

Restricted Electives

| | | |
|----------------------|--|--------------|
| CTVR 31* | Film Production I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience Cinema, TV, Radio | 1 |
| TA 290 | Acting for Television and Film | 3 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Screen Acting and Voice Performance
Associate in Science

The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.
- Produce a demo reel which can showcase their skills and knowledge and help them find employment.
- Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.
- Describe the technical, cultural and economic history and trends of radio, television or film.

Required Courses

| Course ID | Title | Units |
|----------------------------------|---|-----------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |
| Total Units for the Major | | 21 |

Restricted Electives

| | | |
|-----------|---|---|
| CTVR 31* | Film Production I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| TA 290 | Acting for Television and Film | 3 |

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

Associate in Science Degree

Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

Deleted
Screen Acting and Voice Performance
Associate in Science

~~The Cinema/Television/Radio Program prepares the student in all areas relating to the understanding and use of cinematic and broadcast media, with particular emphasis on hands-on experience. Employment possibilities include: producing, directing, on-air talent, editing, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework includes participation in internships at various stations and facilities.~~

Program Student Learning Outcomes

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

- ~~• Apply skills and knowledge required to be successful in the media production industry and/or to excel in four-year institutions.~~
- ~~• Produce a demo reel which can showcase their skills and knowledge and help them find employment.~~
- ~~• Demonstrate readiness for employment in the industry and/or transfer to a four-year institution.~~
- ~~• Describe the technical, cultural and economic history and trends of radio, television or film.~~

Required Courses

| Course ID | Title | Units |
|----------------------------------|--|--------------|
| CTVR 40 | Television and Film Scriptwriting I | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |
| Total Units for the Major | | 21 |

Restricted Electives

| | | |
|----------------------|--|--------------|
| CTVR 31* | Film Production I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience-Cinema, TV, Radio | 1 |
| TA 290 | Acting for Television and Film | 3 |

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

Associate in Science Degree

~~Completion of the certificate program and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 qualifies the student for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.~~

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Cinema
Occupational Skills Award**

The Cinema Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a filmic production from the conception to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks, including the production of several broadcast-quality short films suitable for use on a demonstration reel. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|----------------------------------|--------------|
| CTVR 31* | Film Production I | 3 |
| CTVR 32* | Film Production II | 3 |
| CTVR 101 | Video Production Basics | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|-----------|---|---|
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 233* | Film Production III | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 262 | Production Management | 3 |
| CTVR 264* | Cinematography | 2 |
| CTVR 266 | Script Supervising for Film and Television | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV Radio | 1 |

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

**Deleted
Cinema
Occupational Skills Award**

~~The Cinema Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a filmic production from the conception to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks, including the production of several broadcast-quality short films suitable for use on a demonstration reel. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.~~

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|---------------------|---|--------------|
| CTVR 31* | Film Production I | 3 |
| CTVR 32* | Film Production II | 3 |
| CTVR 101 | Video Production Basics | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------|---|--------------|
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 233* | Film Production III | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 262 | Production Management | 3 |
| CTVR 264* | Cinematography | 2 |
| CTVR 266 | Script Supervising for Film and Television | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV Radio | 1 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
CTVR – Critical Studies
Occupational Skills Award

The Critical Studies Occupational Skills Award provides the opportunity to master the fundamental proficiencies to analyze and gain appreciation for visual and media literacy in general and motion pictures/cinematic communication in particular. The courses assist in student development by focusing on specific areas of cinematic history, appreciation and analysis. Completion of this skills award increases the value of the technical, aesthetic, and professional skills in the field of entertainment.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|--|--------------|
| 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 |
| | Select from Restricted Electives | 3 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------|---|---|
| CTVR 1 | Mass Media and Society | 3 |
| JRN 1 | Mass Media and Society | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| ENG 52* | The Film as Literature | 3 |

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

Deleted
CTVR – Critical Studies
Occupational Skills Award

~~The Critical Studies Occupational Skills Award provides the opportunity to master the fundamental proficiencies to analyze and gain appreciation for visual and media literacy in general and motion pictures/cinematic communication in particular. The courses assist in student development by focusing on specific areas of cinematic history, appreciation and analysis. Completion of this skills award increases the value of the technical, aesthetic, and professional skills in the field of entertainment.~~

~~**Required Courses**~~

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|-----------------------------|---|-------------------------|
| 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 |
| | Select from Restricted Electives | 3 |

~~**Total Units for the Award 15**~~

~~**Restricted Electives**~~

| | | |
|---------------------|--|--------------|
| CTVR 1 | Mass Media and Society | 3 |
| JRN 1 | Mass Media and Society | 3 |
| CTVR 100 | Introduction to Cinema, Television, and Radio | 3 |
| ENG 52* | The Film as Literature | 3 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Post Production
Occupational Skills Award

The Post Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a film, television or electronic media production from the delivery of media to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks. Completion of this Occupational Skills Award increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|----------------------------------|--------------|
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------|---|---|
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 118/ MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

Deleted
Post Production
Occupational Skills Award

~~The Post Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a film, television or electronic media production from the delivery of media to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks. Completion of this Occupational Skills Award increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.~~

~~**Required Courses**~~

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|-----------------------------|---|-------------------------|
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 253* | Digital Special Effects | 3 |
| | Select from Restricted Electives | 6 |

~~**Total Units for the Award 15**~~

~~**Restricted Electives**~~

| | | |
|----------------------------------|---|--------------|
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 118/ MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Radio**

Occupational Skills Award

The Radio Broadcasting Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a radio production from the conception to finished product as well as to understand the principles of radio broadcasting and station management. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks including the production of broadcast quality radio programs suitable for use on a demonstration reel and the hands-on management of the college's flagship radio station KSBR. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|---|--------------|
| CTVR 110 | Audio Production | 3 |
| CTVR 113* | Radio Broadcasting | 3 |
| CTVR 115* | Advanced Radio Performance and Studio Operations | 2 |
| | Select from Restricted Electives | 7 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------|---|---|
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 114* | Radio Station Activities | 2 |
| CTVR 118/ MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

**Deleted
Radio**

Occupational Skills Award

~~The Radio Broadcasting Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a radio production from the conception to finished product as well as to understand the principles of radio broadcasting and station management. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks including the production of broadcast quality radio programs suitable for use on a demonstration reel and the hands-on management of the college's flagship radio station KSBR. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.~~

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|----------------------|---|--------------|
| CTVR 110 | Audio Production | 3 |
| CTVR 113* | Radio Broadcasting | 3 |
| CTVR 115* | Advanced Radio Performance and Studio Operations | 2 |
| | Select from Restricted Electives | 7 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------------------|---|--------------|
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 114* | Radio Station Activities | 2 |
| CTVR 118/ MUS 118 | Digital Multi-Track Music Recording | 4 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

Current

**Screen Acting and Voice Performance
Occupational Skills Award**

The Screen Acting and Voice Performance Occupational Skill Award prepares the student in all areas relating to the understanding and application of the skills necessary to perform in mass/electronic media, with particular emphasis on practical on-air/on-camera experience. Employment possibilities include: on-air talent, hosting, news, web-based promotions, film and television production roles, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework may include participation in internships at various stations and facilities.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|--|--------------|
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|-----------|-------------------------------------|---|
| CTVR 31* | Film Production I | 3 |
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| TA 290 | Acting for Television and Film | 3 |

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

Deleted

**Screen Acting and Voice Performance
Occupational Skills Award**

~~The Screen Acting and Voice Performance Occupational Skill Award prepares the student in all areas relating to the understanding and application of the skills necessary to perform in mass/electronic media, with particular emphasis on practical on-air/on-camera experience. Employment possibilities include: on-air talent, hosting, news, web-based promotions, film and television production roles, and numerous other vocational opportunities. This program provides and encourages both field and studio work in the student's area of specialty. Coursework may include participation in internships at various stations and facilities.~~

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|----------------------|--|--------------|
| CTVR 191 | Voice-Over and Announcing | 3 |
| CTVR 290 | Acting for the Camera I | 3 |
| CTVR 291* | Acting for the Camera II – Creating a Character | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------|--|--------------|
| CTVR 31* | Film Production I | 3 |
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 101 | Video Production Basics | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 128 | Television and Radio News | 3 |
| CTVR 129* | Documentary Production | 3 |
| TA 290 | Acting for Television and Film | 3 |

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

SADDLEBACK COLLEGE
DELETED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Television
Occupational Skills Award**

The Television Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a television production from the conception to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks, including the production of broadcast-quality programs suitable for use on a demonstration reel. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|------------------|----------------------------------|--------------|
| CTVR 101 | Video Production Basics | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 125* | Television Production II | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|-----------|---|---|
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 262 | Production Management | 3 |
| CTVR 264* | Cinematography | 2 |
| CTVR 266 | Script Supervising for Film and Television | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

**Deleted
Television
Occupational Skills Award**

~~The Television Production Occupational Skills Award provides the opportunity to master the fundamental proficiencies to complete a television production from the conception to finished product. The courses assist in student development by focusing on specific technical skills as well as working on practical assignments that mirror real-world tasks, including the production of broadcast-quality programs suitable for use on a demonstration reel. Completion of this program increases the value of the technical, aesthetic, and project management skills needed for employment and advancement in a career in this field.~~

Required Courses

| <i>Course ID</i> | <i>Title</i> | <i>Units</i> |
|----------------------|---|--------------|
| CTVR 101 | Video Production Basics | 3 |
| CTVR 124* | Television Production I | 3 |
| CTVR 125* | Television Production II | 3 |
| | Select from Restricted Electives | 6 |

Total Units for the Award 15

Restricted Electives

| | | |
|----------------------|---|--------------|
| CTVR 40* | Television and Film Scriptwriting I | 3 |
| CTVR 42* | Television and Film Directing | 3 |
| CTVR 111* | Audio and Sound Design for Television and Film | 3 |
| CTVR 129* | Documentary Production | 3 |
| CTVR 140* | Television and Film Scriptwriting II | 3 |
| CTVR 151 | Non-Linear Editing I | 3 |
| CTVR 251* | Non-Linear Editing II | 3 |
| CTVR 262 | Production Management | 3 |
| CTVR 264* | Cinematography | 2 |
| CTVR 266 | Script Supervising for Film and Television | 3 |
| CTVR 280* | Cinema-Television-Radio Employment Skills | 3 |
| CWE 180 | Cooperative Work Experience- Cinema, TV, Radio | 1 |

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

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: [SOCCCD: Renewal and Update of district-wide Cooperative Work Experience Education Plan.]

ACTION: Review and Study

BACKGROUND

In 2008, Title 5 regulations governing Cooperative Work Experience education were updated, requiring action by all Districts to submit new Cooperative Work Experience Education (CWEE) Plans to the State Chancellor's Office, Division of Academic Affairs. The Board of Trustees approved the revised district-wide CWEE plan on August 30, 2010; however, this plan is not on file with the State Chancellor's Office. By submitting a new, updated plan, the District will regain compliance while expanding CWEE options.

STATUS

Educational administrators at Saddleback College and Irvine Valley College coordinated the development of an updated district-wide CWEE Plan (EXHIBIT A). New provisions expand CWEE to include the addition of general work experience and allow the colleges to offer work experience for Minor Students, Work Experience Programs for Students with Developmental Disabilities, and Work Experience Education Involving Apprenticeable Occupations. The updated plan has been reviewed and approved by both college Academic Senates.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the updated district-wide Cooperative Work Experience Education Plan (EXHIBIT A) for submission to the State Chancellor's Office for renewal.

**California Community College District
Cooperative Work Experience Education Plan**

**PART I CONTACT
INFORMATION**

DISTRICT/College(s)

If you are a multiple college district, please indicate all colleges covered. Individual variations with plan details should be delineated in the appropriate sections of the plan.

| | | |
|-----------------------|--------------------|--|
| Irvine Valley College | Saddleback College | |
| | | |
| | | |

Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District.

Please include Name, Title, District, Email, and Telephone

Name: Dr Robert Bramucci

Title: Vice Chancellor|Technology & Learning Services

District: South Orange County Community College District

Email: rbramucci@socccd.edu

Phone: (949)582-4960

**California Community College District
Cooperative Work Experience Education Plan**

**PART II
RESPONSES TO PLAN REQUIREMENTS**

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district's required and/or optional response.

- (1) A statement that the district has officially adopted the plan, subject to approval by the State Chancellor**
(§55251)

Date plan approved by local board: _____ *(Please also attach Board minutes or other documentation.)*

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

n/a

**California Community College District
Cooperative Work Experience Education Plan**

(2) Specific description of (§55251):

(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements

District Services. (§55255).

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

(1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.

(2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.

(3) Consultation with students in person to discuss students' educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

☒ District will comply with these requirements.

Optional: Additional comments or narrative on District Services, if any.

The Saddleback College Cooperative Work Experience (CWE) Education website provides access to the CWE Student Workbook, which discusses what is required of each member on the Student-Employer-College team. (Available at: <http://www.saddleback.edu/cwe/intro.htm1#4>).

The Irvine Valley College Cooperative Work Experience website is under development and will be launched during the 2018-2019 academic year. It will provide information related to CWE, including relevant forms, requirements and process information.

**California Community College District
Cooperative Work Experience Education Plan**

(a) District responsibilities

Background: Title 5 criteria and requirements

Records. (§55256).

(a) The district shall maintain records which shall include at least the following::

- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.
 - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
 - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
 - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
 - (1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.
 - (2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.
 - (3) Consultation with students in person to discuss students' educational growth on the job.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
 - (2) Personal consultation(s) with the student.
 - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
 - (4) The final grade.

☒ District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under "type ... of Cooperative Work Experience Education..." to prohibit a student from concurrently enrolling in multiple "types" of Cooperative Work Experience Education.

Optional: Additional comments or narrative on Record Keeping, if any.

n/a

**California Community College District
Cooperative Work Experience Education Plan**

(b) Student responsibilities (§55251):

Background: Title 5 criteria and requirements

Student Qualifications. (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

- (a) Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.
- (b) Have on-the-job learning experiences that contribute to their occupational or education goals.
- (c) Have the approval of the academic personnel.
- (d) Meet the following condition if self-employed: Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:
 - (1) Assist the student in identifying new or expanded on-the-job learning objectives.
 - (2) Assist in the evaluation of the student's identified on-the-job learning objectives.
 - (3) Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.

The student is expected to be enrolled in and attend any practicum, internship, or concurrent course that may be required in the student's program of study.

**California Community College District
Cooperative Work Experience Education Plan**

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

Records. (§55256).

(a) The district shall maintain records which shall include at least the following:

- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis for determining whether the student is qualified for Occupational or General Work Experience.
 - (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
 - (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
 - (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.
- (b) Records must be maintained which are signed and dated by academic personnel documenting:
- (1) Consultation(s) in person with the employer or designated representative.
 - (2) Personal consultation(s) with the student.
 - (3) Evaluation of the student's achievement of the on-the-job learning objectives.
 - (4) The final grade.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

☒ District will comply with these requirements.

Optional: Additional comments or narrative on Employer responsibilities, if any.

**California Community College District
Cooperative Work Experience Education Plan**

n/a

**California Community College District
Cooperative Work Experience Education Plan**

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

Consultation(s) in person with the employer. (§55255).

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

☒ District will use alternatives to "Consultation(s) in person," as described in Title §55255(c).

☐ District will not use alternatives "Consultation(s) in person," as described in Title §55255(c).

Comments on "Consultation(s) in person," if any, including criteria and limits on alternatives to "Consultation(s) in person."

The colleges will substitute approved alternatives to in-person consultations in special circumstances, when in the professional judgment of the instructor/coordinator, the benefits of in person consultations are not materially diminished. The special circumstances include, but are not limited to:

- The student and supervisor are repeating Cooperative Work Experience and the circumstances of the work experience education site are well understood by the instructor/coordinator.
- Under the rare circumstance that extraordinary conditions occur that impair the ready ability for an in-person consultation, yet the quality of the work experience education is not compromised.
- Work hours of the student and/or the supervisor do not match the CWE instructor's/coordinator's.
- Student and supervisor are working in virtual offices.
- When distance (i.e. out of state or overseas location) is a major complicating factor and the hiring distant adjunct faculty is not be feasible.

The types of approved, acceptable tools that may be used in lieu of an in-person visit include, but are not limited to:

- Phone
- Teleconference
- E-mail
- Partner with instructors from other colleges
- Videoconference
- Internet
- U.S. Postal Service

**California Community College District
Cooperative Work Experience Education Plan**

(d) Other cooperating agencies in the operation of the program, if any. (§55251)

Comments on other cooperating agencies in the operation of the program, if any.

**California Community College District
Cooperative Work Experience Education Plan**

n/a

**California Community College District
Cooperative Work Experience Education Plan**

(3) Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

Check all that will be offered at the district:

- ☒ (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.
- ☒ (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal.
- ☒ Minor Students in Work Experience
All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).
- ☒ Work Experience Programs for Students with Developmental Disabilities. (§55250.4)
The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed.
The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.
- ☒ Work Experience Education Involving Apprenticeable Occupations. (§55250.5)
Work-experience education involving apprenticeable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.

**California Community College District
Cooperative Work Experience Education Plan**

(4) A description of HOW the district will (§55251)

(a) Provide guidance services (§55251):

Describe the specifics on how district will achieve this requirement.

A Cooperative Work Experience program (CWE) instructor/coordinator will be assigned to each student in the program. All CWE instructors/coordinators will have completed an in-service preparation program regarding CWE regulations and the duties and responsibilities of a CWE instructor/coordinator. In addition, the CWE instructor/coordinator will be a discipline expert in the field in which the student is employed.

Each college -- Saddleback College and Irvine Valley College--will provide appropriate and continuous guidance services for students throughout their enrollment in CWE in the following ways:

a) All full-time new students are required to meet with a college counselor and discuss their education plans and course of study. Since many career technical certificates recommend or require one or more semesters of Cooperative Work Experience, CWE is an integral part of the counseling session.

b) Each department/school at the colleges is lead by a department/school chair who is available for ongoing assistance to students in the coordination of their programs. Through the department/school chair, the student may be referred directly to a CWE instructor/coordinator for specific assistance and information.

c) The CWE instructor/coordinator will meet with each assigned student two (2) scheduled hours during the first two weeks of the semester (or any appropriate schedule that totals two (2) hours in the first trimester of the semester). The CWE instructor/coordinator will be available to CWE students during an office hour and/or by telephone and e-mail throughout the semester.

d) CWE students will have access to the services provided by the Saddleback College Center for Career and Life Development and/or the Irvine Valley College Career and Job Placement Center.

(b) Assign a sufficient number of qualified certificated personnel to direct the program (§55251):

Describe the specifics on how district will achieve this requirement.

**California Community College District
Cooperative Work Experience Education Plan**

The number of work experience students assigned to a CWE instructor/coordinator is determined by the needs of the program and by the negotiated faculty workload. The South Orange County Community College District Academic Employee Master Agreement with the South Orange County Community College District Faculty Association, specifies that a CWE faculty assignment will be limited to one class with an enrollment of at least one but no more than thirty-five (35) students.

Enrollments are monitored and the assignment of classes is determined by the Division Dean. Mutual consent of the faculty member and the Dean is required before a CWE assignment is made.

**California Community College District
Cooperative Work Experience Education Plan**

(1) Initiate and maintain learning stations (§55251)

Background: Title 5 criteria and requirements

(§55250) Any program of Cooperative Work Experience Education conducted by the governing board of a community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

Work Experience Outside of District. (§55250.6).

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district

Wages and Workers' Compensation. (§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers' compensation insurance for students in work experience as may be necessary.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

Describe the specifics on how district will achieve this requirement.

- a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on -the-job learning objectives.
- b) Job learning stations offer reasonable probability of continuous work experience for students during the current work experience enrollment term.
- c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- d) Employers, as required by law, agree to comply with all appropriate federal and state employment regulations.

**California Community College District
Cooperative Work Experience Education Plan**

(2) Coordinate the program and supervise students (§55251)

Describe the specifics on how district will achieve this requirement.

Prior to being assigned a CWE class, each new or prospective CWE instructor/coordinator meets with their respective division dean, or designee for inservice training on CWE regulations and the duties and responsibilities of a CWE instructor/coordinator. This training includes the expectations and requirements for supervision and collecting and maintaining appropriate documentation.

During the final two weeks of each semester, all CWE instructors/coordinators submit all required forms and documentation, with appropriate signatures, to their division or program dean or designee. The division dean or designee examines all materials to assure they are complete and contain all required verifications.

Payment to the CWE instructor/coordinator for the CWE class is not authorized and submitted until all paperwork is submitted and approved.

Saddleback College requires the student to download a Cooperative Work Experience Education Student Workbook for the CWEE website. This workbook includes instructions on how to create learning objective and the forms that are used to document and verify the formulation of acceptable learning objectives.

(3) Shared supervision with employer to include (at least once each term) (§55251)

(c) Assure on-the-job experiences are documented with written/measurable (§55251)

Describe the specifics on how district will achieve this requirement.

The District assures that students' on-the-job learning experiences are properly documented by requiring each CWE instructor/coordinator to maintain the following records:

- a) The number of units of Cooperative Work Experience Education in which each student is enrolled, where employed, and job held.
- b) The business or agency representative report of the student's hours worked and a performance rating. Work hours are verified by weekly time sheets submitted on a timeline set by the CWE instructor/coordinator.
- c) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade signed by the instructor, employer or designated representative, and student.

Records that are signed and dated by academic personnel documenting on-the-job experiences shall include but are not limited to:

- a) Consultation(s), in person or by approved alternative method(s), with the employer or designated representative.
- b) Personal consultation(s) with the student.
- c) Evaluation of the student's achievement of the on-the-job learning objectives.
- d) The final grade.

**California Community College District
Cooperative Work Experience Education Plan**

- (d) Evaluate with employer, student's learning experiences (§55251):

Describe the specifics on how district will achieve this requirement.

Once students have received instruction regarding measurable CWE learning objectives, the student discusses the matter with his/her supervisor and produces a minimum of three learning objectives that the student intends to accomplish. The objectives are growth oriented and must be of value to the student and the employer. Additionally, the objectives must increase the student's knowledge and make him/her a more valued employee. The objectives are submitted to the CWE instructor/coordinator for review and correction, if necessary, to ensure appropriate form and content. When the objectives have been reviewed and agreed to by the employer and are approved by the CWE instructor/coordinator, they are signed by the student and the CWE instructor/coordinator.

When the CWE instructor/coordinator visits the employer/supervisor, they discuss the learning objectives and the employer evaluates (grades) the student(s). The grade is based upon the value of the students learning objectives as it relates to the job and the degree to which the student has accomplished the objectives.

- (e) **Describe basis for awarding grade and credit** (§55251)

Background: Title 5 criteria and requirements

Work Experience Credit. (§55255.5).

(a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

(1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

(2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

☒ District will comply with these requirements.

Comments on basis for awarding grade and credit, if any.

**California Community College District
Cooperative Work Experience Education Plan**

n/a

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

Irvine Valley College and Saddleback College provide sufficient clerical and support staff to meet the objectives of the District Cooperative Work Experience Education Plan.

All Cooperative Work Experience students are entitled to full use of the instructional and student services provided to the students at Irvine Valley College or Saddleback College.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

☒ Yes

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

STATUS

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. The schedule of events is included in Exhibit B.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

| EVENT/LOCATION | DATE(s)* | ESTIMATED COST** (per person) | TRUSTEE REQUESTED ITEM: | TRUSTEE(S) ATTENDING |
|---|-----------------------|-------------------------------------|-------------------------------|--------------------------|
| ACCT Governance Leadership Institute (GLI) for New Trustees The Darcy Hotel Washington, DC 20005 | August 6-8, 2018 | \$2,200.00 | Submitted for information | |
| CCLC Student Trustees Workshop Hilton San Francisco Airport Bayfront San Francisco, CA | August 10-12, 2018 | \$1,253.00 | | Student Trustee Hoang |

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

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



NEW TRUSTEES

AGENDA

Monday, August 6th

| | |
|-------------------------|--|
| 8:00 a.m. – 9:00 a.m. | Registration and Breakfast |
| 9:00 a.m. – 10:00 a.m. | Welcome and Icebreaker J. Noah Brown , President & CEO, ACCT, DC Christina Simons , Director, Educational Events, ACCT, DC |
| 10:00 a.m. – 10:15 a.m. | Break |
| 10:15 a.m. – 11:30 a.m. | Strategies for the New Normal: Higher Education and Community College Trends – Q&A J. Noah Brown , President & CEO, ACCT, DC |
| 11:30 a.m. – 12:30 p.m. | Lunch |
| 12:30 p.m. – 2:00 p.m. | Building the Partnership: Board/CEO Relations Ken Burke , CPA, Clerk, Circuit Court and Comptroller, Former Trustee, St. Petersburg College, FL Mary Spilde , Ph.D. Consultant & Executive Coach, IonaSkye Consulting, Former President, Lane Community College, OR <ul style="list-style-type: none">• The Role of the Board• The Role of the President<ul style="list-style-type: none">○ Governance○ Statutory Responsibilities○ Fiduciary Responsibility○ Coordinating Responsibility○ Presidential Contract |
| 2:00 p.m. – 2:15 p.m. | Break |
| 2:15 p.m. – 3:30 p.m. | Boardsmanship 101 Ken Burke , CPA, Clerk, Circuit Court and Comptroller, Former Trustee, St. Petersburg College, FL |
| 3:30 p.m. – 4:30 p.m. | ACCT Membership Portal Indya Rogers , Information Services Specialist, ACCT, DC |
| 5:00 p.m. – 6:30 p.m. | Welcome Reception at ACCT Headquarters |

Tuesday, August 7th

| | |
|--------------------------------|--|
| 8:00 a.m. – 9:00 a.m. | Breakfast |
| 9:00 a.m. – 10:15 a.m. | Advocacy 101 & A National Overview Jee Hang Lee , Vice President for Public Policy and External Relations, ACCT, DC |
| 10:15 a.m. – 10:30 a.m. | Break |
| 10:30 a.m. – 11:30 a.m. | What Trustees Need to Know About Student Success and Outcomes Norma Goldstein , Director of GISS and Special Projects, ACCT, DC Jennifer Nunez , GISS Specialist, ACCT, DC |
| 11:30 a.m. – 12:30 p.m. | Lunch and T-Shirt Exchange |
| 12:30 p.m. – 1:30 p.m. | What Trustees Need to Know About Accreditation Judith Eaton , President, Council for Higher Education Accreditation |
| 1:30 p.m. – 1:45 p.m. | Break |
| 1:45 p.m. – 2:45 p.m. | Budget, Financial Documents and Capital Projects 101 Brad Young , CFP/CTFA, President and CEO of Maryland Financial Planners, LTD, Former Trustee, Frederick Community College, MD |
| 2:45 p.m. – 3:00 p.m. | Break |
| 3:00 p.m. – 4:00 p.m. | Preparing and Responding to the Unforeseen Mary Spilde , Ph.D. Consultant & Executive Coach, IonaSkye Consulting, Former President, Lane Community College, OR |
| 4:00 p.m. – 4:15 p.m. | Review of Lessons Learned |
| 4:15 p.m. | Enjoy D.C.! |

Wednesday, August 8th

8:00 a.m. – 9:00 a.m. Breakfast

9:00 a.m. – 10:00 a.m. Strategies for Accountability and Effective Governance
Colleen Allen, Director of Educational Services, ACCT, DC
J. Noah Brown, President & CEO, ACCT, DC
Ken Burke, CPA, Clerk, Circuit Court and Comptroller, Former Trustee, St. Petersburg College, FL
Mary Spilde, Ph.D. Consultant & Executive Coach, IonaSkye Consulting, Former President, Lane Community College, OR

- Presidential Evaluation and Board Self-Assessment
- Succession Planning
- High Impact Leadership Development to Address the Need for Future Leaders

10:00 a.m. – 10:15 a.m. Break

10:15 a.m. – 11:15 a.m. What Trustees Need to Know About the Media
Michael Stratford, Education Reporter, POLITICO, VA

11:15 a.m. – 12:00 p.m. Bringing it All Together: Test Your Knowledge
Norma Goldstein, Director of GISS and Special Projects, ACCT, DC

12:00 p.m. – 1:00 p.m. Lunch

- Planning, Strategies and Conclusion



2018 Student Trustees Workshop

- [General Info](#)
- [Schedule-At-A-Glance](#)
- [Workshop Leader](#)
- [Elections](#)
- [Hotel & Travel](#)
- [Registration](#)

2018 Student Trustees Workshop

Fri, Aug 10, 2018 to Sun, Aug 12, 2018
Hilton San Francisco Airport Bayfront
Schedule-At-A-Glance

Schedule-At-A-Glance

NOTE: Schedule is subject to change

Friday, August 10

- | | |
|-----------|------------------------------------|
| 1:00 p.m. | Registration Opens |
| 2:00 p.m. | Opening Activities |
| 3:00 p.m. | State Issues and Advocacy |
| 4:40 p.m. | Being an Effective Student Trustee |
| 6:00 p.m. | Meet & Greet CCCT Board Candidates |
| 6:30 p.m. | Dinner |
| 7:00 p.m. | CCCAST Meeting and Elections |

Saturday, August 11

- | | |
|------------|---|
| 8:00 a.m. | Coffee & Carbs (or breakfast on your own) |
| 8:30 a.m. | Election; Student Trustee Position, CCCT Board |
| 9:00 a.m. | California Student Trustee Role, Rights, Responsibilities & Understanding the Agenda |
| 10:30 a.m. | Break |
| 10:40 a.m. | What is Leadership? |
| 12:00 p.m. | Lunch |
| 1:00 p.m. | Effective Trusteeship – Accreditation, Participatory Governance, Student Success, Fiscal Responsibilities |
| 4:10p.m. | Student Panel |
| 5:00p.m | Dinner on Own |

Sunday, August 12

- | | |
|------------|--|
| 8:00 a.m. | Coffee & Carbs (or breakfast on your own & hotel checkout) |
| 9:00 a.m. | Group Photo |
| 11:00 a.m | Workshop Closing & Graduation |
| 12:00 p.m. | Adjourn |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Update of Authorized Signature List of Board of Trustees' Designees to Approve Documents and Contracts

ACTION: Approval

BACKGROUND

On March 26, 2018, the Board of Trustees authorized a list of positions with authority to sign documents and contracts in accordance with Section 81655, 81656 and 85232 of the Education Code, Public Contract Code Section 20651 and Board Policy 2100. The Orange County Department of Education requires a current updated list of authorized signatures.

STATUS

EXHIBITS A and B details all authorized designees by position to execute documents and contracts including a brief description of those items. The list is being updated due to changes in personnel.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve EXHIBIT A authorizing individuals occupying the positions listed on EXHIBIT B to be approved to execute documents and contracts as listed.

AUTHORIZATION OF SIGNATURES**SOUTH ORANGE COUNTY COMMUNITY COLLEGE SCHOOL DISTRICT**

June 25, 2018

I, Ann-Marie Gabel, Secretary, of the governing Board of the above named Community College District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 25th day of June 2018 adopted by a majority vote of said Board, a board action/resolution that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Order for Payment, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, and that all previous authorization of signatures are rescinded. This board action/resolution further states that the authorization is subject to the following provisions:

| NAME TYPED | SPECIMEN SIGNATURE | AUTHORIZATION TO SIGN | | | | | |
|--------------------|--------------------|-----------------------|-----------------------|-----------------|-----------|---|------------------------------|
| | | Payroll Documents | Vendor Payment Orders | Purchase Orders | Contracts | Travel Spend Authorizations/ Reimbursements | Change Orders and Amendments |
| Kathleen Burke* | | X | X | X | X | X | X |
| Cindy Vyskocil | | | | | X | X | |
| Kimberly R. McCord | | X | X | X | X | X | X |
| Ann-Marie Gabel | | X | X | X | X | X | X |
| Robert S. Bramucci | | | | | | X | |
| Priya Jerome | | | | X | X | X | X |
| Rosa Aguilar | | X | | | | X | |

Pursuant to provisions of Education Code sections 85230-34

* Effective as of July 1, 2018

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June 2018.

Secretary _____
Ann-Marie Gabel

South Orange County Community College District
BOARD OF TRUSTEE'S DESIGNEES TO
EXECUTE DOCUMENTS AND CONTRACTS

POSITION

| | |
|--|---|
| Chancellor | Application for Funds and Grants, Advertise for Bids, Checks, Check Registers, Claim Settlements, Construction Contracts/ Change Orders, General Contracts, Employment Contracts, Collective Bargaining Agreements, Notices of Employment/ Changes of Status, Purchase Orders, Travel Spend Authorization/Reimbursements and Payroll Documents |
| Vice Chancellor, Business Services | Application for Funds and Grants, Advertise for Bids, Checks, Check Registers, Claim Settlements, Collective Bargaining Agreements, Construction Contracts/ Change Orders, General Contracts, Contracts for Supplies and Services, Employment Claim Settlements, Employment Contracts, Notices of Employment / Changes of Status, Purchase Orders, Travel Spend Authorizations/ Reimbursements, and Payroll Documents |
| Vice Chancellor, Human Resources | Employment Contracts, Collective Bargaining Agreements, Employment Claim Settlements, Notices of Employment/Change of Status, Travel Spend Authorizations/Reimbursements |
| Vice Chancellor, Technology & Learning Resources | Application for Funds and Grants, Travel Spend Authorizations/Reimbursements |
| Executive Director of Fiscal Services / Comptroller | Application for Funds and Grants, Checks, Claim Settlements, General Contracts, Construction Contracts/ Construction Change Orders to \$50,000 in aggregate/project, Purchase Orders, Payroll Documents, Check Registers and Travel Spend Authorizations/Reimbursements |
| Executive Director, Purchasing, Central Services, and Risk Management | Advertise for Bids, General Contracts to \$50,000, Claim Settlements, Contracts for Supplies and Services within Bid Limits, Construction Contracts/Construction Change Orders to \$50,000 in aggregate/ project, Purchase Orders and Travel Spend Authorizations/ Reimbursements |
| Payroll and Benefits Manager | Payroll Documents |
| College and District Classified Management Staff and Academic Administrative Staff | Travel Spend Authorizations/Reimbursements |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Division of the State Architect (DSA) Inspection Services Pool

ACTION: Approval

BACKGROUND

The district is required to employ Division of the State Architect (DSA) inspection services at various times for capital improvement projects. The district selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

STATUS

On April 19, 2018 and April 26, 2018, SOCCCD ran a newspaper advertisement for consideration of a DSA Inspection Services Pool. Additional marketing efforts included posting the "Requests for Qualifications and Proposals" (RFP&Q) on the district's website and providing notice to firms that previously expressed interest in this work.

On May 18, 2018, eleven proposals were received and members of the district and both college facilities departments evaluated the submittals and the top eight firms are recommended for the DSA Inspection Services Pool (EXHIBIT A).

When the district contemplates future DSA Inspection services, the competitive process will continue with a "Requests for Proposal" requested for specific project scope. There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project if it is considered in the best interest of the district.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the eight firms listed (EXHIBIT A) for a pool from which to draw DSA Inspection services for no greater than a five year period from June 26, 2018 to June 25, 2023.

**Request for Qualifications & Proposals No. 362D
DSA Inspection Services Pool**

South Orange County Community College District

June 25, 2018

| <u>Company Name</u> | <u>City</u> | <u>Submitter's Name</u> |
|--|-------------------------|--------------------------------|
| *Blue Coast Consulting | Del Mar, CA | Jason Maletic |
| *BPI Inspection Service | Los Angeles, CA | Bob Payinda |
| *Knowland Construction Services | Rancho Palo Verde, CA | Christopher Knowland |
| Nagyivanyi Inspection Consultants, Inc. dba: NIC-Inc. | Northridge, CA | Leah Nagyivanyi |
| Priest Construction Services, Inc. | San Juan Capistrano, CA | William Priest |
| RavCo Engineering, Inc. | Laguna Niguel, CA | Ramin Afshar |
| *SPA Inspection Consultants | Torrance, CA | Sandy Pringle |
| *Todd's Inspection and Testing Services | San Pedro, CA | Todd Robinson |
| *TYR, Inc. | Long Beach, CA | Youssef Sobhi |
| *The Vinewood Company | La Verne, CA | Howard Mason, Jr. |
| *Vital Inspection Services, Inc. | Anaheim, CA | Phillip Barragan |

***Recommended Firms**

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Agreements for Software Development Services, Management Applications, Inc. and iSpace

ACTION: Approval

BACKGROUND

Annually, the District-wide Technology Committee (DTC) requests basic aid funding for projects including the Student Information System and MySite enhancements. The District selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance. Public Contract Code 10344(c) establishes an evaluation and selection procedure that permits recommendation of contract award to the proposal that is given the highest score by the evaluation committee.

On September 25, 2017, the Board of Trustees approved five firms in a vendor pool for IT consulting services (RFP/Q 352D). Specific scopes of work and associated amounts were to be identified on a project-by-project basis.

On May 14, 2018, the District issued a Request for Pricing and Resumé to the IT vendor pool for two Quality Assurance (QA) consultants and one User Experience (UX) consultant. Three companies (Management Applications, Inc., iSpace and Cognizant) responded to the request and a committee from District IT reviewed the submissions. The committee selected one QA consultant and one UX consultant from Management Applications Inc. and one QA consultant from iSpace.

STATUS

These contracts will extend from June 26, 2018 through August 21, 2022, and will be renewable annually, subject to available funding and satisfactory performance of the vendors. The annual professional fees at the hourly rates are outlined in the chart below:

| | | | |
|--|----|------------|--------------------|
| Management Applications, Inc. (Exhibit A) | QA | \$90/hour | \$182,000 annually |
| | UX | \$93/hour | \$188,000 annually |
| iSpace (Exhibit B) | QA | \$100/hour | \$202,000 annually |

Funding for these software development services is provided by the basic aid allocation for SIS Enhancements, MAP Enhancements, and related projects.

Item Submitted by: *Kim McCord, Acting Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the agreements for software development services with Management Applications, Inc. (EXHIBIT A) for an amount not to exceed \$370,000 per year and iSpace (EXHIBIT B) for an amount not to exceed \$202,000 per year, with both agreements for the terms from June 26, 2018 through August 21, 2022.

Item Submitted by: *Kim McCord, Acting Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Please see Attachment A for Scope of Work details.

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

2. Term. This Agreement shall commence on June 26, 2018, and shall continue in full force and effect thereafter until and including August 31, 2019 ("Initial Term"), unless this Agreement is terminated during the term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of 12 months each, contingent to funding allocation for the project. This Agreement shall not exceed a four (4) years two (2) month term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Three Hundred Seventy Thousand Dollars (\$370,000.00) ("Contract Amount") per twelve (12) month period. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is

obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

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

9. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor

consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts 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 indemnify, hold harmless, and defend the District from any and all loss, cost or expense 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 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. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

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.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

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

associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. 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 Work pursuant to this Agreement.

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

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

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

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

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

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

24. Non-Waiver. 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.

25. 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, Procurement, Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4405 / pjerome@socccd.edu

Contractor: Management Applications, Inc.
Jay Bushman
21631 Ridgetop Circle, Suite 100
Dulles, VA 20166
703-444-5067 / jbushman@managementapps.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.

26. 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.

27. 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.

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

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

30. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

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

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

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

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

35. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

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

IN WITNESS WHEREOF, Parties hereby agree.

MANAGEMENT APPLICATIONS, INC.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A

**Scope of Services and Fee Schedule
Management Applications, Inc.**

Contract Rates fixed through the entire Term of the Agreement.

| POSITION | HOURLY RATE NOT TO EXCEED | ANNUAL CONTRACT AMOUNT NOT TO EXCEED |
|-----------------------------|--|---|
| QA Consultant | \$90 | \$ 182,000.00 |
| UX Consultant | \$93 | \$ 188,000.00 |
| TOTAL ANNUAL AMOUNT: | | \$ 370,000.00 |

Scope of Work

Consultants will perform the following tasks in support of the SOCCCD Student Information System (SIS).

QA Consultant

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users.

- Able to create automated tests (load and functionality) as necessary.
- Able to manually test a software application according to project test plans and test scenarios.
- Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction.
- Carries out the testing of the application on both a unit and integration level.
- Reports defects found into the issue tracking system and re-tests as remedies are deployed.

UX Consultant

- Participate in brainstorming and development with product owners and end users.
- Develop wireframes, visual mockups, and prototypes.
- Take part in designing the UI architecture, interface, and interaction flow of web and mobile software.
- Present and communicate design work to the project team.
- Proven experience with responsive development techniques.
- Proficient in web markup HTML 5/CSS.
- Experience with client-side script and Javascript frameworks including jQuery, React and Angular.
- Familiarity with tools including Gulp, npm, Grunt, Webpack.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

| |
|--|
| Please see Attachment A for Scope of Work details. |
|--|

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

2. Term. This Agreement shall commence on June 26, 2018, and shall continue in full force and effect thereafter until and including August 31, 2019 ("Initial Term"), unless this Agreement is terminated during the term pursuant to this Agreement. This Agreement may be extended upon written consent by both Parties. The District reserves the option to extend the term of the contract for additional periods consisting of 12 months each, contingent to funding allocation for the project. This Agreement shall not exceed a four (4) years two (2) month term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two hundred and Two Thousand Dollars (\$202,000.00) ("Contract Amount") per twelve (12) month period. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is

obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

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

9. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor

consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts 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 indemnify, hold harmless, and defend the District from any and all loss, cost or expense 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 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. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

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.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

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

associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. 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 Work pursuant to this Agreement.

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

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

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

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

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

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

24. Non-Waiver. 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.

25. 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, Procurement, Central Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4405 PJerome@socccd.edu

Contractor: iSpace
Kim Anderson
2100 Main Street, Suite 220
Irvine, CA 92614
310-563-3800 / kim.anderson@ispace.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.

26. 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.

27. 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.

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

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

30. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

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

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

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

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

35. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

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

IN WITNESS WHEREOF, Parties hereby agree.

ISPACE

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A

**Scope of Services and Fee Schedule
iSpace**

Contract Rates fixed through the entire Term of the Agreement.

| POSITION | HOURLY RATE NOT TO EXCEED | ANNUAL CONTRACT AMOUNT NOT TO EXCEED |
|----------------------|--|---|
| QA Consultant | \$100 | \$ 202,000.00 |
| TOTAL ANNUAL AMOUNT: | | \$ 202,000.00 |

Scope of Work

Consultant will perform the following tasks in support of the SOCCCD Student Information System (SIS).

QA Consultant

Self-directed in planning, documenting and executing test cases based on direct interaction with software developers, analysts and end-users.

- Able to create automated tests (load and functionality) as necessary.
- Able to manually test a software application according to project test plans and test scenarios.
- Able to perform rigorous exploratory testing (heuristics-based attacks) with little or no direction.
- Carries out the testing of the application on both a unit and integration level.
- Reports defects found into the issue tracking system and re-tests as remedies are deployed. .

TO: Board of Trustees
FROM: Ann-Marie Gabel, Interim Chancellor
RE: SOCCCD: Gifts to the District
ACTION: Approval

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees “receives and administers gifts to the District.” The division/school or office receiving the donated item reviews all gifts.

STATUS

The gift listed on EXHIBIT A has been reviewed by the appropriate district and college officials and has been determined to be of benefit to the receiving location.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees accept the donation to the District listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor.

DONATIONS
June 25, 2018
DISTRICT SERVICES

| Gift | Donated By |
|------|---|
| iPad | Statewide Association of Community Colleges |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratification

BACKGROUND

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

STATUS

For the current reporting period ending May 31, 2018 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended May 2018

General Fund

| <u>Account</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|---------------------------------------|-------------------------------------|--------------------|------------------|
| 1000 | Academic Salaries | \$98,062 | |
| 2000 | Classified Salaries | \$118,121 | |
| 3000 | Fringe Benefits | \$3,582 | |
| 4000 | Books and Supplies | \$20,014 | |
| 5000 | Other Operating Expenses & Services | \$6,044 | |
| 6000 | Capital Outlay | | \$527,417 |
| 7000 | Other Outgo | \$281,594 | |
| Total Transfers - General Fund | | \$527,417 | \$527,417 |

Associated Student Government - Saddleback College

| <u>Account</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|---|-------------------------------------|--------------------|------------------|
| 4000 | Books and Supplies | \$0 | \$6,975 |
| 5000 | Other Operating Expenses & Services | \$5,175 | \$0 |
| 6000 | Capital Outlay | | |
| 7000 | Other Outgo | \$1,800 | \$0 |
| Total Transfers - Associated Student Gov't. - SC | | \$6,975 | \$6,975 |

| | | |
|------------------------|------------------|------------------|
| Total Transfers | \$534,392 | \$534,392 |
|------------------------|------------------|------------------|

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 18-15 to Amend FY 2017-2018 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

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

General Fund

| | |
|--|------------------|
| Guided Pathways at Irvine Valley College | \$322,487 |
| Child Development Training Student Aid at Saddleback College | \$7,575 |
| WIOA Adult Education 2017-18 at Saddleback College | \$107,175 |
| Strong Workforce Local at Saddleback College | (\$32,102) |
| Total Increase to the General Fund | <u>\$405,135</u> |

| | |
|-------------------------------|-------------------------|
| Total Budget Amendment | <u>\$405,135</u> |
|-------------------------------|-------------------------|

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-15 to amend the FY 2017-2018 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 18-15

June 25, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$405,135 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2017-2018 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

General Fund

| <u>Account</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|-----------------------------|--------------------------------|
| 8100 | Federal Revenue | (\$ 32,102) |
| 8600 | State Revenue | \$437,237 |
| | | <u><u>\$405,135</u></u> |

| <u>Account</u> | <u>Expenditure Description</u> | <u>Amount</u> |
|-----------------------|---------------------------------------|--------------------------------|
| 1000 | Academic Salaries | \$216,539 |
| 2000 | Classified Salaries | (\$116,321) |
| 3000 | Fringe Benefits | \$163,192 |
| 4000 | Books and Supplies | \$ 39,247 |
| 5000 | Other Operating Expenses & Services | (\$314,957) |
| 6000 | Capital Outlay | \$640,929 |
| 7000 | Other Outgoing | (\$223,494) |
| | | <u><u>\$405,135</u></u> |

| | |
|-------------------------------|--------------------------------|
| Total Budget Amendment | <u><u>\$405,135</u></u> |
|-------------------------------|--------------------------------|

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2017-2018

GENERAL FUND

RESOLUTION NO. 18-15

June 25, 2018

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Ann-Marie Gabel, 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 \$ 405,135 duly and regularly adopted by the said Board at a regular meeting thereof held on June 25, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of June, 2018.

Ann-Marie Gabel
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: December 2017 – March 2018 Change Orders/
Amendments

ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the Interim Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Acting Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

| Exhibit | Contractor Name / Description | Change Order / Amendment Amount | Revised Total Contract Amount |
|---------|---|---------------------------------------|----------------------------------|
| A. | <u>Alternative Delivery Solutions, LLC</u> Saddleback College Access Control Phase 1 Project – Design-Build Consultant Services Amendment No. 2 – To extend the agreement through December 1, 2018 for additional consultant services. SOCCCD | \$62,400.00 | \$294,710.00 |
| B. | <u>HPI Architecture</u> Saddleback College Marquee and Landscape Project – Architectural Services Amendment No. 3 – To extend the agreement through September 30, 2018. SOCCCD | \$21,900.00 | \$229,989.00 |
| C. | <u>Amtek Construction</u> Irvine Valley College Sitework for DSPS Portable Project – Construction Services Change Order No. 1 – To extend agreement through July 28, 2018. SOCCCD | \$0.00 | \$85,333.00 |



**AMENDMENT NO. 02
TO THE DESIGN-BUILD CONSULTANT SERVICES AGREEMENT
ACCESS CONTROL PHASE 1 PROJECT
SADDLEBACK COLLEGE**

This Amendment shall modify the original agreement dated November 1, 2016, by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Alternative Delivery Solutions, LLC ("CONSULTANT"), at 24396 Tropicana Place, Laguna Niguel, CA 92677. District and Alternative Delivery Solutions, LLC are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

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; and

WHEREAS, Article III of the original agreement provides for additional Consultant services in writing to the District and compensation based on the standard hourly rate of \$195; and

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

WHEREAS, Attachment B indicates the agreement duration to be 22 months for a completion of September 1, 2018, and

WHEREAS, Saddleback College requests additional services including the review and creation of design criteria documentation; the implementation of progressive design – build construction delivery method; development of criteria evaluation documents in conjunction with the criteria architect; for \$62,400 and an extension of three months for a revised contract total of \$294,710.00 and a new contract completion date of December 1, 2018 with all other terms and conditions of the original agreement remaining the same; and

NOW, THEREFORE, the Parties agree as follows:

1. The Term of the agreement is hereby extended from September 1, 2018 to December 1, 2018 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 | <u>\$ 62,400</u> |
| New Contract Amount | \$294,710 |

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

Alternate Delivery Solutions, LLC

BY:

Signature of Authorized Representative

Print Name: Robert J. Hartung

Print Title: President

Date:

4/24/18

Email & Phone: [adslc@cox.net/ 949-300-0686]

South Orange County Community College District

BY:

Signature of Authorized Representative

Print Name: Kim McCord

Print Title: Vice Chancellor, Business Services

Date:

MAY 14 2018

Email & Phone: agabel@socccd.edu / (949) 582-4850



**AMENDMENT NO. 03
TO ARCHITECTURAL SERVICES AGREEMENT
THE MARQUEE AND LANDSCAPE PROJECT SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

12/1/2017

THIS AMENDMENT shall modify the original agreement dated June 27, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and HPI Architecture, 115 22nd Street, Newport Beach, CA 92663 hereinafter referred to as "CONSULTANT".

WHEREAS, Article 11, paragraph 11.16 of the original agreement provides that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 6, paragraph 1 and attachment A of the original agreement provides for the compensation of the agreement at a total contract value of \$125,320; and

WHEREAS, Article 4.2 establishes the term of the original contract at 24 months; and

WHEREAS, Amendment 1 increased the original contract amount by \$70,169 for a new contract total of \$195,489.00 and Amendment 2 increased the contract amount by \$12,600 for a new contract total of \$208,089.00; and

WHEREAS, the scope of services has increased to include the additional installation of a new IDF, Data Pathways and the extension of three months with a new contract duration of 27 months; and

NOW, THEREFORE, the Parties agree as follows:

Provide Supplemental A/E Services for an additional three months with a new contract duration of 27 months and increase the contract amount by \$21,900:

- | | |
|------------------------------|------------------|
| 1. Original Contract amount: | \$125,320 |
| 2. Amendment No.1 | \$ 70,169 |
| 3. Amendment No.2 | \$ 12,600 |
| 4. Amendment No.3 | <u>\$ 21,900</u> |
| 5. Total contract amount: | \$229,989 |

IN WITNESS HEREOF, the Parties have executed this Amendment 3 as of the date set forth above.

[Enter Entity Name Here]

BY:

Signature of Authorized Representative

Print Name: Larry Frapwell

Print Title: Principle in Charge

Date: 12/04/17

Email & Phone: lfrapwell@hpiarchitecture.com (949) 675-6442

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 5/23/18

Email & Phone: PJerome@socccd.edu

South Orange County Community College District
Site Work for DSPS Portable Project
at Irvine Valley College
Bid No. 329
Board Change Order No. 1
June 25, 2018

| Bid # | DESCRIPTION | CONTRACTOR | | CONTRACT AMOUNT | Previously Approved COR's | BCO COR Total | REVISED CONTRACT AMOUNT | Time Extension (cal days) |
|-------|--------------------|---|-------|-----------------|---------------------------|---------------|-------------------------|---------------------------|
| 329 | General Contractor | Amtel Construction | | \$85,333.00 | \$0.00 | \$0.00 | \$85,333.00 | 60 |
| | | 12409 Slauson Ave., Suite I Whittier, CA 90606 | TOTAL | 85,333.00 | | | 85,333.00 | 60 |

| COR No. | Date | Description | Requested | Status | Amount | Time Extension |
|---------|-----------|--|-----------|----------|--------|----------------|
| 1 | 5/28/2018 | No cost, time extension due to changes in design | Unforseen | reviewed | \$0.00 | 60 |
| | | | | | | |
| | | TOTAL THIS CHANGE ORDER REQUEST | | | \$0.00 | 60 |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: [SOCCCD: Purchase Orders and Checks.]

ACTION: Approval

BACKGROUND

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

STATUS

Purchase orders \$5,000 and above amounting to \$3,174,057.53 and an additional 384 purchase orders below \$5,000 amounting to \$272,859.96 for a combined total of \$3,446,917.49 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 1,592 checks in the amount of \$15,131,773.46 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

RECOMMENDATION

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



South Orange County Community College District

Exhibit A
Page 1 of 2

Purchase Order Ratification (Supplier)

May 3, 2018 through June 6, 2018

| PO | | | |
|---------------|-----------------------------------|--|---------------|
| Number | Supplier | Description | Amount |
| P186567 | Albertsons | SC Student Equity Program grocery cards | 13,965.00 |
| P186168 | Apple Computer | SC Learning Resource Center MacPros | 20,099.06 |
| P186376 | BioMérieux | IVC Equipment for Biology | 44,385.23 |
| P186220 | Boundless Network | ATAS Division promotional supplies | 8,331.20 |
| P186563 | Boundless Network | SC 50th Anniversary t-shirts for employees | 6,196.45 |
| P186600 | BSN Sports | SC Baseball equipment | 6,593.46 |
| P186442 | California Canopy | SC Athletics equipment | 5,942.13 |
| P186583 | CDW Government | Chromebooks and cart for SC Adult Education . | 36,004.99 |
| P186358 | CDW Government | IVC Technology refresh | 30,380.11 |
| P186162 | Computer Comforts | SC Interior Design furniture | 29,887.22 |
| P186379 | ConsuLab Educatech | AC Automotive A/C system trainer | 13,738.32 |
| P186559 | ConsuLab Educatech | SC Automotive alternator trainer | 6,707.63 |
| P186606 | Dick Blick Company | SC Emeritus Institute supplies | 6,920.52 |
| P186558 | Diversified Business Services | IVC Outreach supplies | 32,356.80 |
| P186126 | Diversified Business Services | IVC Outreach promotional materials | 9,120.69 |
| P186356 | Eplus Technology | IVC wireless access expansion project. | 386,125.91 |
| P186165 | Eplus Technology | SC wireless upgrade equipment | 385,657.30 |
| P186445 | Eplus Technology | SOCCCD SmartNet maintenance renewal | 212,581.79 |
| P186566 | Eplus Technology | SC technology equipment | 49,815.13 |
| P186260 | Eplus Technology | SC Marquee project | 40,088.11 |
| P186572 | Eplus Technology | SC technology equipment | 35,402.34 |
| P186216 | Eplus Technology | SC Learning Resource Center renovation project | 23,198.58 |
| P186580 | Evoqua Water Technologies | IVC Life Sciences water purification system | 11,167.21 |
| P186154 | Fisher Scientific Company | IVC Biotechnology supplies | 5,257.98 |
| P186585 | G/M Business Interiors | SC Athletics office furniture | 8,550.73 |
| P186411 | Global Equipment Company | ATEP IDEA building equipment | 9,051.75 |
| P186568 | Global Knowledge Training | SC Technology online training | 10,000.00 |
| P186618 | GST | SC Technology equipment | 6,838.83 |
| P186180 | Henry Schein | SC Athletic Trainers rehabilitation equipment | 13,224.11 |
| P186157 | Hill-Rom | SC Nursing lab equipment | 6,553.23 |
| P186432 | Home Depot | SC Facilities equipment | 6,664.75 |
| P186280 | Irvine Valley College Bookstore | IVC Student Planner FY 2018-2019 | 10,667.25 |
| P186281 | Irvine Valley College Bookstore | IVC Student Equity bookstore vouchers for students | 10,200.00 |
| P186318 | Irvine Valley College Bookstore | IVC Student Equity books for Book Club | 7,945.48 |
| P186451 | Island Advertising | SC Calworks Educational supplies for students | 8,314.80 |
| P186465 | Iworx Systems | IVC Biology lab supplies | 5,461.11 |
| P186609 | Jud Bergeron | IVC Bi-Annual Outdoor Sculpture Invitational | 13,800.00 |
| P186175 | KeyTrak | SC Campus Police key box | 13,248.91 |
| P186433 | Meridian It | SC technology software | 89,335.02 |
| P186610 | Michael Johnson | IVC Bi-Annual Outdoor Sculpture Invitational Artwork | 12,500.00 |
| P186268 | Panera Bread Company | SC Financial Aid catering for outreach events | 9,443.57 |
| P186463 | Pasco Scientific | IVC Physics instructional equipment | 14,135.56 |
| P186215 | Pearson Education | IVC AESL Books | 9,710.84 |
| P186560 | Platinum Visual Systems | SC Tutoring Center equipment | 5,473.31 |
| P186261 | Questyme USA | SC Marquee Project | 21,688.27 |
| P186587 | Riddell All American | SC Football equipment | 12,305.84 |
| P186317 | S & B Foods | IVC ASG S&B Foods catering | 52,500.00 |
| P186283 | S & B Foods | IVC Commencement catering services | 9,196.26 |
| P186330 | Saddleback Bookstore | SC EOPS gas cards for students | 15,000.00 |
| P186302 | Saddleback Bookstore | SC HRSA Grant student supplies | 5,070.11 |
| P186435 | Saddleback Golf Cars | SC Technology golf cart | 8,275.20 |
| P186569 | School Outfitters | SC Facilities stack chairs and frames | 18,270.74 |
| P186143 | Sehi Computer Products | SC Technology refresh | 822,924.26 |
| P186357 | Sehi Computer Products | IVC computer refresh | 109,742.25 |
| P186167 | Sehi Computer Products | SC Architecture program laptops | 22,718.63 |
| P186189 | Sehi Computer Products | SC Learning Resource Center renovation project | 17,377.39 |
| P186571 | Sehi Computer Products | SC Adult Education computers | 12,102.81 |
| P186434 | Sehi Computer Products | SC Audio Visual department equipment | 9,000.53 |
| P186374 | Sehi Computer Products | SC Facilities equipment | 7,283.42 |
| P186601 | Sehi Computer Products | SC EOPS printer | 6,104.29 |
| P186611 | Skulls Unlimited International | IVC Equipment for Biology | 39,625.06 |
| P186304 | Southern California Edison | ATEP IDEA Building electricity | 19,000.00 |
| P186619 | Southwest Offset Printing Company | SC Handbook for FY 2018-2019 | 14,729.43 |



South Orange County Community College District

Exhibit A
Page 2 of 2

Purchase Order Ratification (Supplier)

May 3, 2018 through June 6, 2018

| <u>PO</u> | | | |
|--|-----------------------------------|---|----------------------|
| <u>Number</u> | <u>Supplier</u> | <u>Description</u> | <u>Amount</u> |
| P186598 | Southwest Offset Printing Company | SC Emeritus brochure printing Fall 2018 | 5,413.15 |
| P186562 | Student Insurance | Student Insurance FY 2018-2019 | 193,004.00 |
| P186322 | Switch Vehicles | SC Switch Lab 4 Day Training Workshop | 8,077.50 |
| P186334 | Tire Industry Association | SC Automotive training | 9,300.00 |
| P186174 | Traffic Management | SC Campus Police portable message board | 17,720.50 |
| P186158 | TruWest, Inc. | SC Aquatics equipment | 7,810.71 |
| P186464 | Vernier Software & Technology | IVC Biology lab supplies | 9,334.05 |
| P186578 | VMI | SC Cinema/TV camera equipment | 9,440.72 |
| Total Purchase Orders \$5,000 and above | | | 3,174,057.53 |
| 384 Purchase Orders Under \$5,000 | | | 272,859.96 |
| Total Purchase Orders | | | 3,446,917.49 |



South Orange County Community College District

Exhibit B
Page 1 of 2

Purchase Order Ratification (Amount)

May 3, 2018 through June 6, 2018

| PO | | | |
|---------------|-----------------------------------|--|---------------|
| Number | Supplier | Description | Amount |
| P186143 | Sehi Computer Products | SC Technology refresh | 822,924.26 |
| P186356 | Eplus Technology | IVC wireless access expansion project. | 386,125.91 |
| P186165 | Eplus Technology | SC wireless upgrade equipment | 385,657.30 |
| P186445 | Eplus Technology | SOCCCD SmartNet maintenance renewal | 212,581.79 |
| P186562 | Student Insurance | Student Insurance FY 2018-2019 | 193,004.00 |
| P186357 | Sehi Computer Products | IVC computer refresh | 109,742.25 |
| P186433 | Meridian It | SC technology software | 89,335.02 |
| P186317 | S & B Foods | IVC ASG S&B Foods catering | 52,500.00 |
| P186566 | Eplus Technology | SC technology equipment | 49,815.13 |
| P186376 | BioMérieux | IVC Equipment for Biology | 44,385.23 |
| P186260 | Eplus Technology | SC Marquee project | 40,088.11 |
| P186611 | Skulls Unlimited International | IVC Equipment for Biology | 39,625.06 |
| P186583 | CDW Government | Chromebooks and cart for SC Adult Education . | 36,004.99 |
| P186572 | Eplus Technology | SC technology equipment | 35,402.34 |
| P186558 | Diversified Business Services | IVC Outreach supplies | 32,356.80 |
| P186358 | CDW Government | IVC Technology refresh | 30,380.11 |
| P186162 | Computer Comforts | SC Interior Design furniture | 29,887.22 |
| P186216 | Eplus Technology | SC Learning Resource Center renovation project | 23,198.58 |
| P186167 | Sehi Computer Products | SC Architecture program laptops | 22,718.63 |
| P186261 | Questyme USA | SC Marquee Project | 21,688.27 |
| P186168 | Apple Computer | SC Learning Resource Center MacPros | 20,099.06 |
| P186304 | Southern California Edison | ATEP IDEA Building electricity | 19,000.00 |
| P186569 | School Outfitters | SC Facilities stack chairs and frames | 18,270.74 |
| P186174 | Traffic Management | SC Campus Police portable message board | 17,720.50 |
| P186189 | Sehi Computer Products | SC Learning Resource Center renovation project | 17,377.39 |
| P186330 | Saddleback Bookstore | SC EOPS gas cards for students | 15,000.00 |
| P186619 | Southwest Offset Printing Company | SC Handbook for FY 2018-2019 | 14,729.43 |
| P186463 | Pasco Scientific | IVC Physics instructional equipment | 14,135.56 |
| P186567 | Albertsons | SC Student Equity Program grocery cards | 13,965.00 |
| P186609 | Jud Bergeron | IVC Bi-Annual Outdoor Sculpture Invitational | 13,800.00 |
| P186379 | ConsuLab Educatech | AC Automotive A/C system trainer | 13,738.32 |
| P186175 | KeyTrak | SC Campus Police key box | 13,248.91 |
| P186180 | Henry Schein | SC Athletic Trainers rehabilitation equipment | 13,224.11 |
| P186610 | Michael Johnson | IVC Bi-Annual Outdoor Sculpture Invitational Artwork | 12,500.00 |
| P186587 | Riddell All American | SC Football equipment | 12,305.84 |
| P186571 | Sehi Computer Products | SC Adult Education computers | 12,102.81 |
| P186580 | Evoqua Water Technologies | IVC Life Sciences water purification system | 11,167.21 |
| P186280 | Irvine Valley College Bookstore | IVC Student Planner FY 2018-2019 | 10,667.25 |
| P186281 | Irvine Valley College Bookstore | IVC Student Equity bookstore vouchers for students | 10,200.00 |
| P186568 | Global Knowledge Training | SC Technology online training | 10,000.00 |
| P186215 | Pearson Education | IVC AESL Books | 9,710.84 |
| P186268 | Panera Bread Company | SC Financial Aid catering for outreach events | 9,443.57 |
| P186578 | VMI | SC Cinema/TV camera equipment | 9,440.72 |
| P186464 | Vernier Software & Technology | IVC Biology lab supplies | 9,334.05 |
| P186334 | Tire Industry Association | SC Automotive training | 9,300.00 |
| P186283 | S & B Foods | IVC Commencement catering services | 9,196.26 |
| P186126 | Diversified Business Services | IVC Outreach promotional materials | 9,120.69 |
| P186411 | Global Equipment Company | ATEP IDEA building equipment | 9,051.75 |
| P186434 | Sehi Computer Products | SC Audio Visual department equipment | 9,000.53 |
| P186585 | G/M Business Interiors | SC Athletics office furniture | 8,550.73 |
| P186220 | Boundless Network | ATAS Division promotional supplies | 8,331.20 |
| P186451 | Island Advertising | SC Calworks Educational supplies for students | 8,314.80 |
| P186435 | Saddleback Golf Cars | SC Technology golf cart | 8,275.20 |
| P186322 | Switch Vehicles | SC Switch Lab 4 Day Training Workshop | 8,077.50 |
| P186318 | Irvine Valley College Bookstore | IVC Student Equity books for Book Club | 7,945.48 |
| P186158 | TruWest, Inc. | SC Aquatics equipment | 7,810.71 |
| P186374 | Sehi Computer Products | SC Facilities equipment | 7,283.42 |
| P186606 | Dick Blick Company | SC Emeritus Institute supplies | 6,920.52 |
| P186618 | GST | SC Technology equipment | 6,838.83 |
| P186559 | ConsuLab Educatech | SC Automotive alternator trainer | 6,707.63 |
| P186432 | Home Depot | SC Facilities equipment | 6,664.75 |
| P186600 | BSN Sports | SC Baseball equipment | 6,593.46 |
| P186157 | Hill-Rom | SC Nursing lab equipment | 6,553.23 |



South Orange County Community College District

Exhibit B
Page 2 of 2

Purchase Order Ratification (Amount)

May 3, 2018 through June 6, 2018

| PO | | | |
|--|-----------------------------------|--|---------------------|
| Number | Supplier | Description | Amount |
| P186563 | Boundless Network | SC 50th Anniversary t-shirts for employees | 6,196.45 |
| P186601 | Sehi Computer Products | SC EOPS printer | 6,104.29 |
| P186442 | California Canopy | SC Athletics equipment | 5,942.13 |
| P186560 | Platinum Visual Systems | SC Tutoring Center equipment | 5,473.31 |
| P186465 | Iworx Systems | IVC Biology lab supplies | 5,461.11 |
| P186598 | Southwest Offset Printing Company | SC Emeritus brochure printing Fall 2018 | 5,413.15 |
| P186154 | Fisher Scientific Company | IVC Biotechnology supplies | 5,257.98 |
| P186302 | Saddleback Bookstore | SC HRSA Grant student supplies | 5,070.11 |
| Total Purchase Orders \$5,000 and above | | | 3,174,057.53 |
| 384 Purchase Orders Under \$5,000 | | | 272,859.96 |
| Total Purchase Orders | | | 3,446,917.49 |



South Orange County Community College District

Exhibit C
Page 1 of 1

Check Ratification

May 3, 2018 through June 6, 2018

| <u>Fund</u> | <u>Checks</u> | <u>Amount</u> |
|--------------------------------------|----------------------|----------------------|
| 01 General Fund | 1,341 | 12,932,703.00 |
| 07 IVC Community Education | 8 | 14,525.77 |
| 09 SC Community Education | 23 | 68,381.37 |
| 12 Child Development | 12 | 105,271.98 |
| 40 Capital Outlay | 100 | 1,324,296.31 |
| 68 Self Insurance | 5 | 12,575.38 |
| 71 Retiree Benefit | 2 | 496,693.79 |
| 95 SC Associated Student Government | 40 | 78,690.49 |
| 96 IVC Associated Student Government | 61 | 98,635.37 |
| Total | 1,592 | 15,131,773.46 |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: May 2018 Contracts

ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

STATUS

During April 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 138 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 47 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$925,304.31. For contract values under \$5,000, an additional 82 contracts were processed amounting to \$116,970.68. The contracts combined total value of \$1,042,274.99 are submitted to the Board of Trustees for ratification, along with an additional 9 contracts with zero dollar value (EXHIBIT B).

RECOMMENDATION

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



May 2018
Contracts with Values between \$5,000 and \$100,000

CONTRACTOR NAME**CONTRACT AMOUNT**

| | |
|---|-------------|
| <u>Capitol Advocacy Partners</u> Professional Services Agreement (Amend No. 1) – To provide federal legislative advocacy services at \$48,000 for an additional year from 7/1/2018 to 6/30/2019. District Services | \$96,000.00 |
| <u>Turnitin</u> Software License Agreement – For subscription of Turnitin, an online writing, evaluation and anti-plagiarism software program, from 8/1/2018 to 7/31/2019. Saddleback College/Irvine Valley College | \$67,649.82 |
| <u>TBP Architecture, Inc.</u> Architectural Services Agreement (Amend No. 2) – A six month extension of the B300 Exterior Improvements Project for an additional \$10,400 from 8/31/2017 to 2/28/2019. Irvine Valley College | \$67,400.00 |
| <u>Walter P. Moore and Associates, Inc.</u> Building Envelope Consultant Services – For building enclosure consulting services for the Health Center-Concessions Project from 5/10/2018 to 7/10/2018. Irvine Valley College | \$56,300.00 |
| <u>McCallum Group, Inc.</u> Professional Services Agreement (Amend No. 1) – To provide state legislative advocacy for an additional year from 7/1/2018 to 6/30/2019. District Services | \$54,000.00 |
| <u>C.E.M Lab Corp</u> Supplementary Geotechnical Consultant Services (Amend No. 1) – For additional analysis services in the amount of \$6,500 for the Athletics Stadium Project from 3/30/2017 to 1/29/2019. Saddleback College | \$39,000.00 |
| <u>H2 Environmental Consulting Services, Inc.</u> Environmental Consultant Services Agreement – For environmental survey and monitoring of the demolition of the Athletics Stadium Facility from 4/9/2018 to 9/30/2018. District Services | \$33,495.00 |
| <u>ProSurface</u> Professional Services Agreement (Change Order 1) – A one hundred eighty day, no cost extension to resurface tennis courts between 4/15/2018 to 10/15/2018. Saddleback College | \$31,000.00 |

Item Submitted By: *Kim McCord, Acting Vice Chancellor, Business Services*

| | |
|--|-------------|
| <u>The Turnip Rose</u> Independent Contractor Agreement – For catering services for the 2019 Foundation Awards Dinner on 3/9/2019. Irvine Valley College Foundation | \$30,365.14 |
| <u>Market-Based Solutions</u> Professional Services Agreement – For consulting services for the South Coast Air Quality Management District's Rule 2202 annual registration from 5/1/2018 to 6/30/2019. Saddleback College | \$24,662.40 |
| <u>C.E.M Lab Corp</u> Geotechnical Testing & Inspection Consultant Services Agreement – To provide geotechnical testing and inspection services for the Accessible Ramp Replacement Project from 6/30/2018 to 8/31/2018. District Services | \$24,410.00 |
| <u>Guidebook, Inc.</u> Software License Agreement – For software used to build mobile applications from 6/30/2018 to 6/30/2019. Irvine Valley College | \$21,600.00 |
| <u>P2S Engineering, Inc.</u> Technology Consultant for Capital Construction Services Agreement – To provide construction oversight for the Performing Arts Center technology upgrade and Health Center-Concessions Building construction from 5/1/2018 to 8/31/2019. Irvine Valley College | \$21,000.00 |
| <u>Wavefunction, Inc.</u> Software License Agreement – For Spartan software used for modelling and application uses in the Chemistry department from 6/1/2018 to 6/1/2019. Saddleback College | \$20,000.00 |
| <u>Telos Education Services</u> Independent Contractor Agreement – For the production of a marketing video for the Orange County Regional Strong Workforce Program from 5/1/2018 to 6/30/2018. Saddleback College | \$19,000.00 |
| <u>Southland Flooring, Inc.</u> Construction Services Agreement – For flooring installation in DSPS and EOPS areas from 5/1/2018 to 11/1/2018. Saddleback College | \$18,809.00 |
| <u>California Simulation Alliance – HealthImpact</u> Independent Contractor Agreement – To provide a simulation course for the Health Care Simulation Conference from 6/5/2018 to 6/7/2018. Saddleback College | \$18,000.00 |

| | |
|---|------------------------|
| <u>Meridian IT, Inc.</u> Support Agreement – To provide maintenance for Nutanix, a virtual desktop infrastructure system used in instructional labs and administration areas from 5/16/2018 to 5/15/2019. Saddleback College | \$17,277.00 |
| <u>Media Services 55</u> Professional Services Agreement – For advertising services used by the Emeritus Institute from 4/1/2018 to 3/31/2019. Saddleback College | \$16,560.00 |
| <u>Voyagers Bible Church</u> License to Use Agreement – For the use of Parking Lot 10 on Sundays from 8/1/2018 to 7/31/2023. Irvine Valley College | \$15,927.00 Revenue |
| <u>iHeartMedia Inc.</u> Professional Services Agreement – To provide radio advertising on KYSR-AMP for summer sessions from 5/11/2018 to 6/30/2018. Saddleback College | \$14,976.00 |
| <u>Adrenalin Sports Apparel</u> Independent Contractor Agreement (Amend No. 2) – For additional embroidery and apparel print services of \$1,000 from 8/1/2017 to 6/30/2018. Irvine Valley College | \$13,500.00 |
| <u>GCI Construction, Inc.</u> Field Services Agreement – For repair services to the reclaimed water supply line valve from 2/27/2018 to 6/27/2018. Saddleback College | \$13,000.00 |
| <u>Market Based Solutions</u> Professional Services Agreement – To provide consulting services for the South Coast Air Quality Management District's Rule 2202 annual registration from 4/20/2018 to 4/20/2019. Irvine Valley College | \$11,146.80 |
| <u>Penn Corporate Relocation Services</u> Field Services Agreement – For relocation services for the DSPS and EOPS Project from 5/1/2018 to 11/1/2018. Saddleback College | \$10,772.96 |
| <u>Temecula Creek Inn</u> Group Booking Agreement – To provide location and meals for the annual Business Department's Professional Development event from 6/6/2018 to 6/8/2018. Saddleback College | \$10,257.22 |
| <u>Internal Drive, Inc. (iD Tech)</u> Educational Services Agreement – For a summer camp program to learn coding fundamentals from 6/8/2018 to 7/27/2018. Saddleback College | \$10,000.00 Revenue |

| | |
|--|-------------|
| <u>Empower Analytics, Inc.</u> Professional Services Agreement – To provide technical support for the Tidemark budget software from 3/12/2018 to 12/31/2018. District Services | \$10,000.00 |
| <u>Hampton Tedder Electric</u> Field Services Agreement – To support high voltage switching during construction of the Stadium Project from 3/22/2018 to 6/29/2018. District Services | \$9,900.00 |
| <u>Fete the Venue</u> Facility Rental Agreement – To provide location for the Foundation Awards Dinner on 3/9/2019. Irvine Valley College Foundation | \$9,804.69 |
| <u>WSP USA, Inc.</u> Professional Services Agreement – To provide labor compliance services for the District-wide Wireless Access Point Installation Project from 2/23/2018 to 10/23/2018. District Services | \$9,200.00 |
| <u>iHeartMedia, Inc.</u> Professional Services Agreement – To provide digital audio advertising for summer sessions from 5/11/2018 to 6/30/2018. Saddleback College | \$9,000.00 |
| <u>Pearson Education, Inc.</u> Software License Agreement – To provide English language instructions in the Language Acquisition Center from 4/2/2018 to 4/1/2019. Irvine Valley College | \$8,640.00 |
| <u>32nd District Agricultural Association</u> Rental Agreement – For rental space at the Orange County Fair for community outreach from 7/1/2018 to 8/14/2018 Saddleback College | \$8,000.00 |
| <u>Taylor Tennis Courts</u> Construction Services Agreement – To install fence and netting at the baseball dugouts from 4/15/2018 to 5/15/2018. Irvine Valley College | \$7,655.00 |
| <u>Roadtrip Nation, Ltd.</u> Software License Agreement – For software access to career counseling from 6/15/2018 to 6/14/2019. Irvine Valley College | \$7,500.00 |
| <u>A&M Tree Specialist</u> Field Service Agreement (Amend No. 1) – For additional tree services at Saddleback OCR in the amount of \$200 from 3/24/2018 to 3/31/2018. District Services | \$7,300.00 |
| <u>Joel Rahmatulla</u> Independent Contract Agreement – To provide photography and video services for the Foundation Gala on 5/12/2018. Saddleback College Foundation | \$7,000.00 |

Item Submitted By: *Kim McCord, Acting Vice Chancellor, Business Services*

| | |
|---|------------|
| <u>Beacon Economics, LLC</u> Presenter Agreement – To deliver the key presentation at the Economic Development Symposium hosted by the Business Sciences and Economic Workforce Development Divisions on 8/9/2018. Saddleback College | \$7,000.00 |
| <u>Essence Entertainment</u> Independent Contractor Agreement (Amend No. 1) – To provide additional services by musicians in the amount of \$1,000 for the theatre production season from 9/30/2017 to 6/30/2018. Irvine Valley College | \$7,000.00 |
| <u>Glen Chavez Construction</u> Field Services Agreement – To construct a temporary Shot Put pad due to stadium demolition from 3/14/2018 to 6/30/2018. District Services | \$6,383.00 |
| <u>Pacific Parking, Inc.</u> Independent Contractor Agreement – For the annual maintenance of the parking permit machines from 7/1/2018 to 6/30/2019. Irvine Valley College | \$6,450.00 |
| <u>United Rental, Inc.</u> Independent Contractor Agreement (Change Order 1) – To provide additional equipment rental services in the amount of \$3,000 used by Facilities, Maintenance and Operations from 8/7/2015 to 6/30/2018. Saddleback College | \$6,000.00 |
| <u>Certiport</u> Software License Agreement – For software to help certify students as a Microsoft Office Specialist and/or Entrepreneurship & Small Business Specialist, from 5/8/2018 to 5/7/2019. Irvine Valley College | \$5,980.00 |
| <u>Opus Inspection, Inc.</u> Rental Agreement – To provide rental equipment and software to the automotive training program for smog inspectors from 7/1/2018 to 6/30/2019. Saddleback College | \$5,915.28 |
| <u>A-Tech Consulting, Inc.</u> Environmental Consultant Services Agreement (Amend No. 1) – To provide additional Indoor Air Quality (IAQ) assessment services in the amount of \$950 from 4/4/2018 to 7/4/2018. Saddleback College | \$5,468.00 |
| <u>KbPort LLC</u> Software License Agreement – For software use on medical simulation devices from 5/1/2018 to 4/30/2023. Saddleback College | \$5,000.00 |



May 2018
Contracts with Values of \$0

| <u>CONTRACTOR NAME</u> | <u>CONTRACT AMOUNT</u> |
|--|-------------------------------|
| <u>Anaheim Regional Medical Center, LP</u> Clinical Affiliation Agreement – To provide clinical learning experience for health care students from 2/24/2018 to 2/24/2020. Saddleback College | \$0.00 |
| <u>California Polytechnic State University, San Luis Obispo</u> Guest Artist Services Agreement – For the performance of the Cal Poly Arab Music Ensemble at the McKinney Theater on 4/13/2018. Irvine Valley College | \$0.00 |
| <u>California Community College Chancellor's Office</u> Grant Agreement (Amend No. 2) – No cost extension for the Basic Skills Student Outcome Transformation Program from 6/30/2018 to 6/30/2019. Irvine Valley College | \$0.00 |
| <u>Enliven Medical Clinic</u> Clinical Affiliation Agreement – To provide clinical learning experience for medical assisting students from 5/11/2018 to 5/10/2023. Saddleback College | \$0.00 |
| <u>Health Dimensions</u> Corporate Agreement – To organize and coordinate the Annual Open Enrollment & Health Expo for Employees from 8/28/2018 to 8/29/2018. District Services | \$0.00 |
| <u>Laguna Hills Community Center & Sports Complex</u> Facility Use Application – To provide a location for the Emeritus Institute's holiday choir concert on 12/18/2018. Saddleback College | \$0.00 |
| <u>Laguna Hills Community Center & Sports Complex</u> Community Center Facility Use Application – To provide a location for the Emeritus Institute's choir concert on 7/17/2018. Saddleback College | \$0.00 |
| <u>Mission Viejo Television/City of Mission Viejo</u> Field Service Agreement – To film student and staff work on the Montanoso Mural from 5/22/2018 to 5/24/2018. Saddleback College | \$0.00 |
| <u>Vanguard University</u> Clinical Affiliation Agreement – To provide clinical learning experience for nursing students from 5/15/2018 to 5/14/2020. Saddleback College | \$0.00 |



TENTATIVE BUDGET

FY 2018-2019

June 25, 2018

Presented By:
Kim McCord
Acting Vice Chancellor, Business Services



THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained relatively stable. Total student headcount for spring 2018 is over 42,000 and resident full time equivalent students (FTES) for FY 2017-2018 is nearly 27,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,000 employees consisting of faculty, administrators, managers, classified staff, and police.

Budget Outlook: The district is projecting tight operating budgets over the next several years as a result of costs increasing at a higher rate than projected revenue. Although we have decentralized budget planning, joint meetings with the colleges and district services are taking place to discuss district-wide budget impacts and strategies. These strategies include using a multi-year approach to planning, distinguishing between ongoing and one-time revenues to align with expenses, implementing efficiencies to improve services and lower costs, thoroughly evaluating/assessing all positions as they become vacant, and expanding resource development to supplement revenue. The district is also realizing savings from the early retirement incentive program offered last year.

Planning Efforts: During the last several years, great strides have been made to the district-wide planning and budgeting processes. In response to accreditation recommendations, the district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

Major Capital Projects: Major projects at Saddleback College include: a) Advanced Technology and Applied Sciences (ATAS) Building-select Design-Build Entity; b) Athletic Stadium - construction; c) Interior LED Lighting and Controls retrofit - construction; d) Accessible ramp from parking lot 9 - construction; e) Data Center Phase II - construction; f) PE 100, 208, & 300 - pre-design; and g) Access Control - construction.

Irvine Valley College projects include: a) Parking Lot, Phase I and II with solar - construction; b) Health Center/Concessions - construction; c) Performing Arts Center Construction Defects - construction; d) B300 Exterior Improvements - construction, e) Access Control - design; e) B200 - Physical Sciences - design; and f) Soccer and Practice Fields - pre-design.

ATEP projects include: a) ATEP Signage project – bid/award.

On a district-wide basis, projects include: a) Sustainability Plan, Phase II; b) Technology Consultant for capital projects; c) ADA Transition Plan, Phase II; d) Infrastructure Mapping; e) and Saddleback Sciences and Math and Technology Applied Sciences (TAS) Buildings Assessment and IVC Structural Analysis services.

Major Technology Initiatives: This year's approved basic aid technology projects recommended by the District-wide Technology Committee (DTC) fall into three major categories. The first category is enterprise resource planning (ERP) software, such as Workday's cloud-based software for human capital management/finance and SOCCCD's internally-created Student Information System (SIS). This category includes funds reserved to implement unfunded statewide mandates.

The second category consists of major district-wide technology projects such as SIS system health, improvements to the My Academic Plan (MAP) academic planning software, curriculum management system, registration restriction module, automated student assistant, and increased security protections.

The final category consists of college-requested items such as network access controls, server hardware refresh, and upgrades to faculty/staff computers and classroom technology.

State Budget and the Community College System: The Governor released his May Revision on May 11, 2018. The overall increase in the Proposition 98 funding is \$78.4 billion with \$7.1 billion for community colleges. The Governor is predicting continued economic expansions with relatively low unemployment rates over the next few years. For community colleges, the budget provides an approximate increase of \$727 million over the last three years.

The Joint Budget Conference Committee has since met and reached agreement. Both the Senate and Assembly passed the budget bill on June 14, 2018. The biggest impact is the creation of a new funding formula beginning in FY 2018-2019 comprised of a base allocation calculated on credit FTES (70%), a supplemental allocation calculated on low-income students (20%) and a student success incentive allocation calculated on various completion metrics (10%). The percentages will shift over a three-year period to 60%, 20% and 20%. The budget also provides districts with a funding guarantee (hold-harmless) for three years including at least a COLA increase. These details appear in the Higher Education Trailer Bills which have not been voted on at the time of this writing.

The passage of Proposition 55 in fall of 2016 continues to provide Educational Protection Account (EPA) funds through December 31, 2030.

Some of the highlights of the conference compromise that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- 2.71% COLA tied to the new funding formula
- \$24 million hold-harmless funds tied to the new funding formula
- \$34 million one-time discretionary funding tied to the new funding formula
- \$46 million for California College Promise Program
- \$50 million to increase full-time faculty

- \$50 million for part-time faculty office hours (one-time funds)
- \$28 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance (one-time funds)
- Consolidation of certain categorical programs to create efficiencies

SOCCCD Budget: The SOCCCD budget for all funds totals over \$913 million, which is comprised of \$467 million in beginning fund balances and \$446 million in revenue. Our total budgeted expenditures is over \$709 million and we anticipate spending down our reserves by \$263 million leaving \$204 million in ending fund balance. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative. The district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The tentative budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

Although SOCCCD does not receive state apportionment, proposed changes to the funding formula do have an impact on other proposed allocations, such as scheduled maintenance and instructional equipment. Other proposals being debated could also impact our enrollments.

Due to the uncertainty of the new funding formula, the district continues to follow the SB361 funding formula for the FY 2018-2019 tentative budget. The state COLA of 2.71% provided \$4.0 million in additional funding. Although the Governor's May Revise includes growth funds of 1%, SOCCCD is not anticipating any growth above the amount currently funded, and therefore has not budgeted any growth revenue. These amounts will be adjusted based on the final state budget, if needed, for the FY 2018-2019 Adopted Budget to be approved by the Board of Trustees in August.

District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget has decreased slightly to fall within our recommended budget target of 86% - 88%. This indicator demonstrates the need for future budget vigilance since the decrease seen this year is a result of the early retirement incentive provided. Furthermore, the budget does not include any allowance for negotiated salary increases. As a result, we expect this percentage to increase next year.

STRS and PERS rates are anticipated to increase significantly over the next 4 years and beyond. STRS rate increases have already been set by the legislature through 2021. PERS rates are set each year by the PERS Board. For FY 2018-2019, the increased costs over the prior year is estimated at \$2.4 million. This will grow an additional \$4.8 million by FY 2021-2022. The Board has approved participation in a Pension Stabilization Fund to offset these increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with additional deposits of \$12.6M in FY 2016-2017 and FY 2017-2018. The funds continue to earn interest and should be sufficient to fund the increased costs through FY 2021-2022.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total approximately \$69 million. These funds are used for capital

expenditures and other one-time projects in lieu of bonds that other community colleges use. These funds are allocated in the tentative budget based on the recommendations from BAARC that were approved at the May 21, 2018 board meeting.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Saddleback College

Beginning around 2012, enrollments became the number one challenge throughout the California Community Colleges. In fact, of the 72 Districts in the State, 32 of them are expected to be in stabilization when this year's enrollment numbers are finalized in October. The enrollment challenge results from low unemployment and the declining numbers of high school graduates. Saddleback College is among those facing this challenge. The College has recognized the need to intensify its enrollment management efforts, and those efforts are under review as part of our Innovation and Effectiveness planning. We anticipate receipt of a grant of \$200,000 to assist us in this regard.

Of course, it is not just numbers of students that are important; more importantly, we must think about the level of student success. One such enrollment initiative currently underway is our College Promise plan. While numbers of College Promise students are fluctuating, it is clear that the number of Promise students will be significantly higher (perhaps even double) our original goal! Here, our goals are both to increase enrollments and to facilitate successful course and program completion.

Additionally, the College recognizes the need to make fiscally prudent decisions. All expenditures are being reviewed with a focus on ways to save unnecessary spending. The College Resource Request process ensures that ongoing expenditure requests are identified as such, and that all types of both on-going and one-time requests are receiving extra scrutiny. Furthermore, with the full support of college constituent groups, the College strategically generated strong ending balances to allow time for the College to bring ongoing income in line with ongoing expenditures.

The budget challenges faced by Saddleback are twofold: a reduction in income due to not meeting potential funded enrollment growth targets, and personnel costs that have increased at a higher rate than income. Due to its current healthy ending balance, the College will be able to strengthen its key programs, such as College Promise, and further its ability to improve enrollments and student success while balancing its budget.

The college's strategic planning process substantially drives budget. Our goal is to maintain instructional, student services, operational and fiscal integrity while operating ethically and ensuring effective and efficient allocation of funds. To enhance this process, the College has significantly increased its data capabilities, and is continuing to use data on a consistent basis to inform decision making.

Irvine Valley College

The resource allocation process at Irvine Valley College is highly transparent and involves all constituency groups of the campus. The budget development and resource planning committee regularly conducts short-term and long-term revenue and expenditure projections to recommend budget solutions and strategies for a strong financial position. The FY 2018-2019 tentative budget is focused primarily on maintaining the baseline programs and services that would allow IVC to continue fulfilling the local and district wide vision, mission, and goals. The college has been actively recruiting to fill the vacancies created through the Supplemental Early Retirement Program (SERP) last year. In particular, IVC has conducted four faculty recruitments during Spring 2018. The SERP allowed IVC to assess the staffing levels in all of its programs and services resulting in many efficiencies in instructional support. The college maintains a high level of efficiency in the area of instruction as well as maximizing the use of both human and physical resources.

The current state funding formula limits access provided by the college to 0.5 to 1.0 percent growth in FTES. This limitation will likely remain unchanged with the new funding formula. The college has been actively seeking alternative revenue sources where possible. One highlight of the budget is the non-resident student population comprised of 23% domestic non-resident and 77% international students. While the tuition rates have been steadily increasing in recent years, the enrollments have remained relatively flat. For the tentative budget, non-resident tuition income has been budgeted conservatively. However, thanks to the relatively small increase in non-resident tuition fees for FY 2018-2019 approved by the Board of Trustees, the college expects an increase in non-resident student enrollments leading to additional income.

Interim Chancellor Gabel has reviewed the tentative budget and confirms that it is balanced as is required by law.

Although we don't anticipate too many changes in the State budget, we won't know the final impact until it is signed by the Governor on or before June 30. Any necessary changes along with changes in our local projections will be reflected in our adopted budget which will be submitted to the Board for approval in August.

Kim McCord

*Acting Vice Chancellor, Business Services
South Orange County Community College District*

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional Certificates of Participation (COP), or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and college business officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

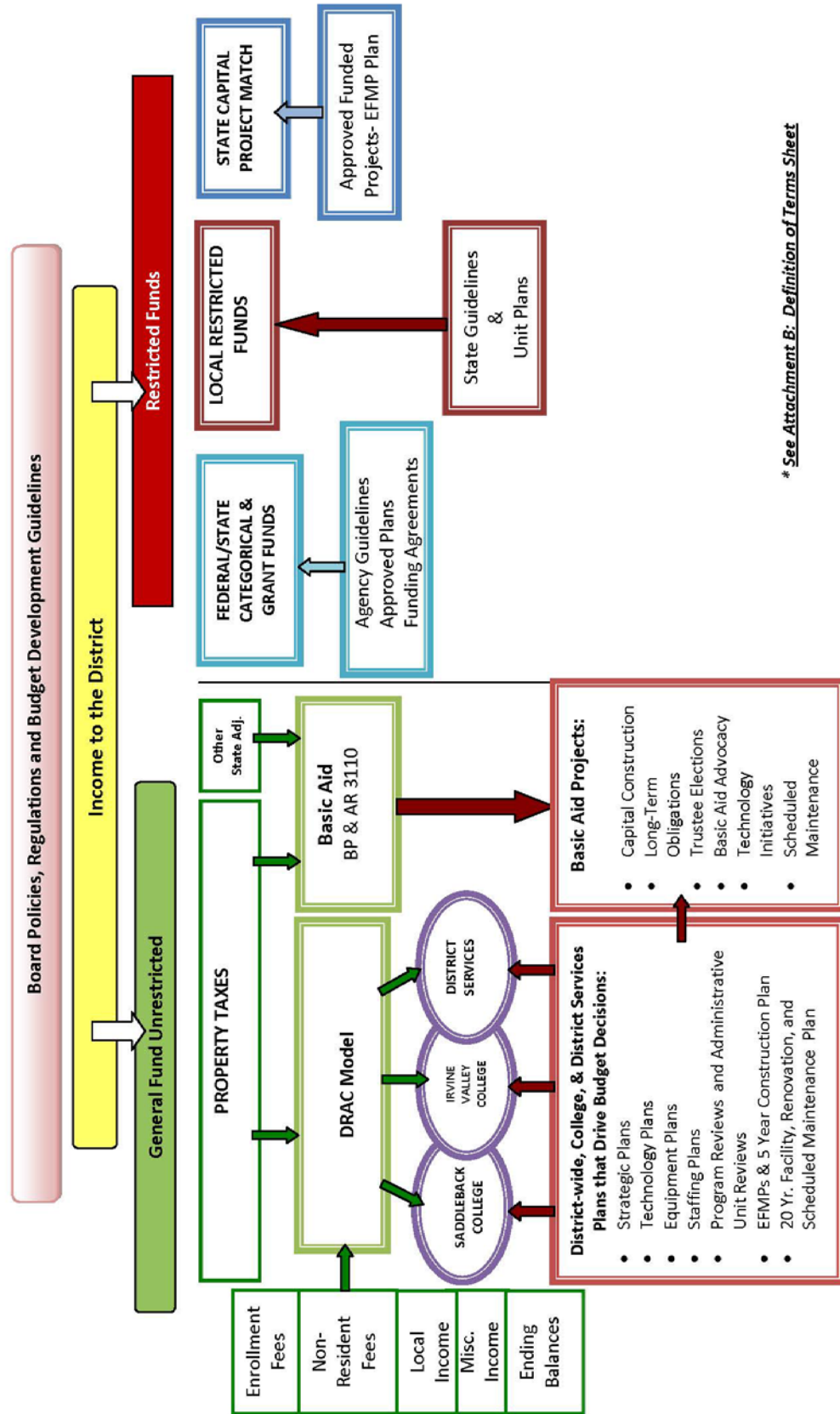
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS



* See Attachment B: *Definition of Terms Sheet*

dlf 8/11/2011

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

| Allocated Area | * Unrestricted | *Restricted | Total |
|-------------------------------------|------------------------------|-----------------------------|-----------------------------|
| Saddleback College | \$ 109,295,224 | \$48,816,853 | \$158,112,077 |
| Irvine Valley College | \$ 66,283,508 | \$21,793,271 | \$ 88,076,779 |
| District Services | \$ 19,082,497 | \$ 4,663,571 | \$ 23,746,068 |
| District-wide General Expense | \$ 4,338,923 | | \$ 4,338,923 |
| Part-Time Faculty Parity Funds | \$ 572,131 | | \$ 572,131 |
| Basic Aid Allocation/Transfer** | \$ 76,947,970 | | \$ 76,947,970 |
| Basic Aid Contingency | \$ 13,902,763 | | \$ 13,902,763 |
| Reserves for Economic Uncertainties | \$ 13,796,449 | | \$ 13,796,449 |
| TOTALS*** | <u>\$ 304,219,465</u> | <u>\$ 75,273,695</u> | <u>\$379,493,160</u> |

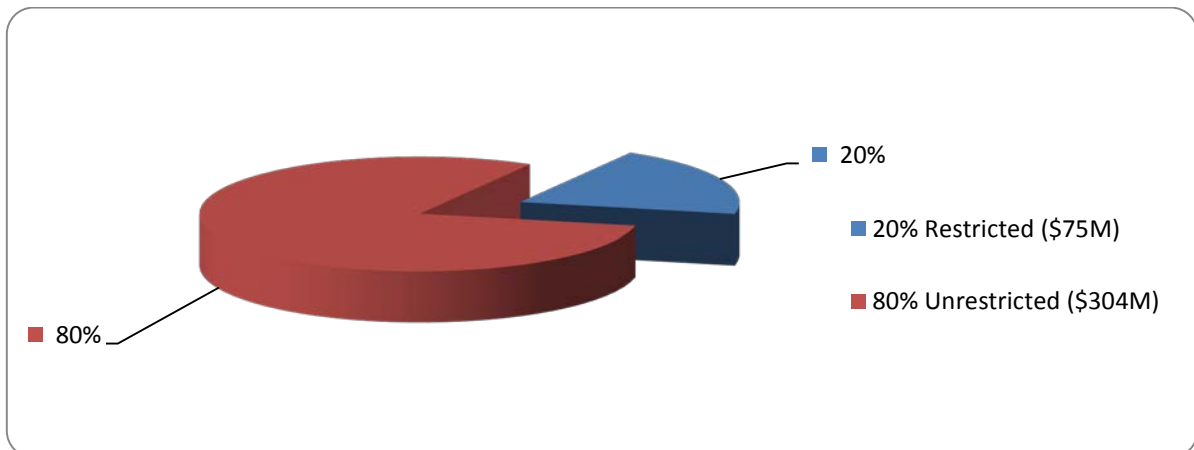
* See pages 22 through 25 (Total of revenue, expenses and ending balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$7.5M) is in the Capital Outlay Fund.

***The basic aid total was based on conservative property tax estimates and will be revised for final budget.

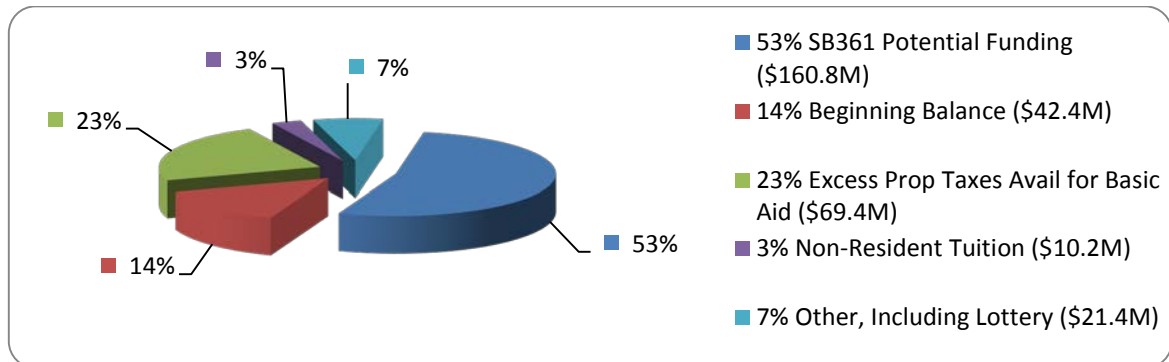
GENERAL FUND REVENUE

The general fund, which totals \$379 million in beginning balances and revenues, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

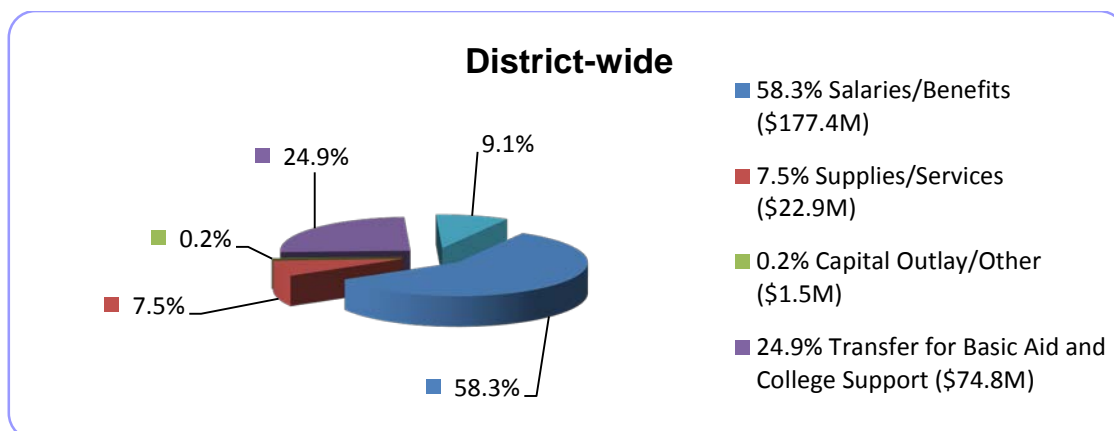


UNRESTRICTED GENERAL FUND REVENUE

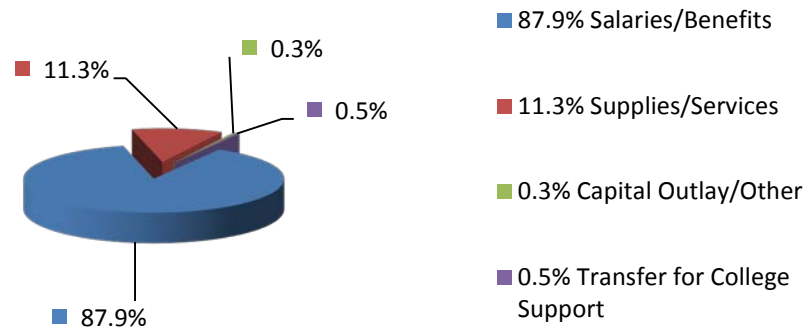
The largest segment of the general fund is the *unrestricted portion* which totals \$304 million and accounts for resources for the general purpose programs of the District (80% of the activity). This is an increase of \$1 million over last year due primarily to an increase in property taxes and a reduction in the beginning balance. Of the resources, 53% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA and student enrollment growth. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2018-2019 Basic Aid (23%), Non-Resident Tuition (3%), and other sources, including EPA funds and Lottery (7%). The beginning balance, carried forward from the prior year, is 14% of available unrestricted funds.



UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES

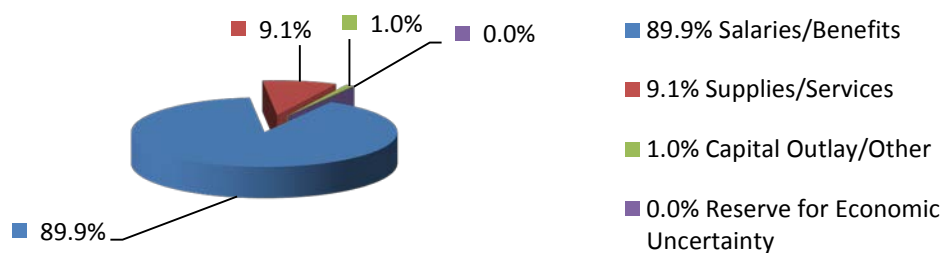


District-wide without Reserves and Basid Aid

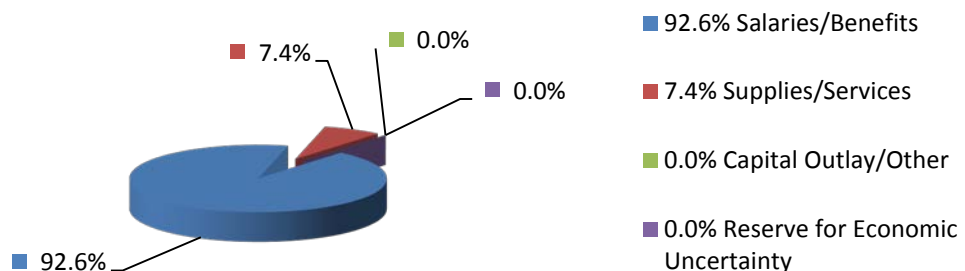


Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 89.9% of its operating budget (down from 90.0%) and Irvine Valley College salaries and benefits equal 92.6% of its operating budget (down from 93.2%). District Services salaries and benefits decreased from 90.4% to 84.5% of its operating budget. These costs reflect the existing salary rates and known benefit cost increases.

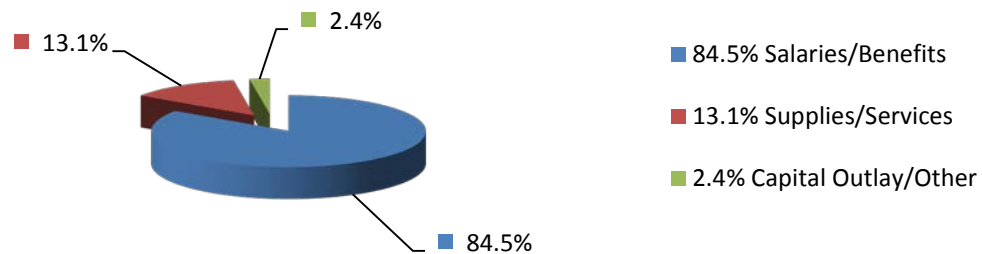
Saddleback College



Irvine Valley College



District Services

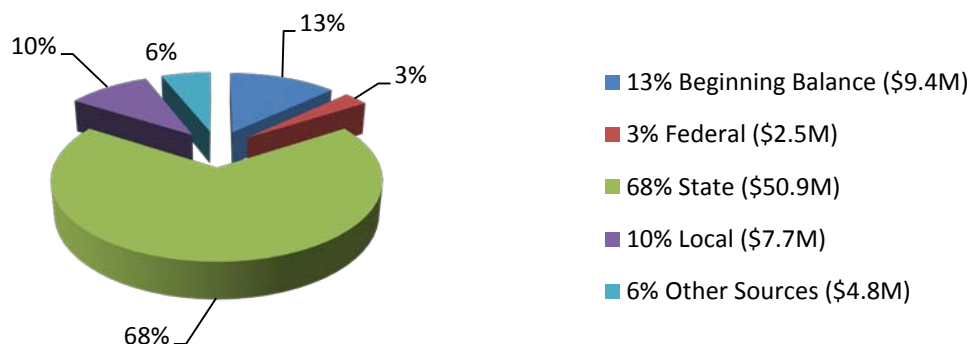


For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-88% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range. We are at the top of this range which is a budget concern and needs to be monitored closely.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$75 million (20% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Student Equity, Strong Workforce, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$3.5 million from the prior year primarily from state funds for categorical programs. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.

Restricted Income



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is estimated at \$42.4 million. This is made up of the prior year reserve for contingency (\$11.5 million), location beginning balances (\$9.5 million), and basic aid funds (\$21.4 million) which are included in the basic aid project budget.
- FTES targets remain unchanged from last year's targets and no growth funds were provided to the colleges in the DRAC funding model. As shown below, Saddleback College is below the FTES target. They are intensifying their enrollment management efforts to address the situation.

| Annual FTES (Summer, Fall, Spring) | | | | | |
|------------------------------------|--------------|--------------|--------------|--------------|--------------|
| | FY 2014-2015 | FY 2015-2016 | FY 2016-2017 | FY 2017-2018 | FY 2018-2019 |
| | Annual | Annual | Annual | P2 | Target |
| IVC | 9,331 | 9,560 | 10,497 | 9,969 | 9,809 |
| SC | 16,652 | 16,626 | 16,869 | 16,781 | 18,467 |
| TOTAL | 25,983 | 26,186 | 27,366 | 26,750 | 28,276 |

- Education Protection Act (EPA) funds are budgeted at \$2.7 million, which is consistent with FY 2017-2018. The revenue will be adjusted at the Adopted Budget when FTES estimates are confirmed. These revenues are from temporary taxes and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat as the slight decline in enrollment coincides with a reduction in California Promise Grants (formally Board of Governors Waivers).
- Lottery revenue is budgeted at \$4.1 million based on an estimated \$145 per FTES funding, the same as last year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) are included in the tentative budget for all employee groups. Negotiations are currently under way and any resulting salary increases will be reflected in the adopted budget.
- The tentative budget includes an estimated 1.4% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance. Actual cost increases will be finalized in June and reflected in the adopted budget.
- Workers' Compensation insurance is budgeted at 1.7% of salaries, the same as FY 2017-2018. A lower rate is anticipated for the adopted budget due to positive district experience rates.
- The unemployment insurance rate for FY 2018-2019 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 18.062% of salaries, an increase of 2.531% from FY 2017-2018. The rate

was approved by the PERS board in April. Additional increases are anticipated for the next several years as show below.

| Fiscal Year | 2015-2016 Actual | 2016-2017 Actual | 2017-2018 Estimated | 2018-2019 Estimated | 2019-2020 Estimated | 2020-2021 Estimated | 2021-2022 Estimated | Annual Increase over 2015-2016 |
|--------------------------|---------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------------------|
| PERS Annual Rate | 11.847% | 13.888% | 15.531% | 18.062% | 20.800% | 23.500% | 24.600% | |
| PERS Contribution | 4,491,723 | 5,646,703 | 6,522,439 | 7,585,364 | 8,735,222 | 9,869,121 | 10,331,080 | 5,839,357 |

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2018-2019 is budgeted at 16.28% of salaries, an increase of 1.85% from FY 2017-2018. This increase was previously approved by the legislature. We will continue to see similar increases in the coming years as shown below.

| Fiscal Year | 2015-2016 Actual | 2016-2017 Actual | 2017-2018 Estimated | 2018-2019 Estimated | 2019-2020 Estimated | 2020-2021 Estimated | 2021-2022 Estimated | Annual Increase over 2015-2016 |
|--------------------------|---------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------------------|
| STRS Annual Rate | 10.730% | 12.580% | 14.430% | 16.280% | 18.130% | 19.100% | 18.600% | |
| STRS Contribution | 6,692,933 | 8,553,945 | 10,323,105 | 11,646,580 | 12,970,055 | 13,663,985 | 13,306,289 | 6,613,356 |

- The property and liability insurance coverage is budgeted at \$1,000,000, which is a decrease of \$250,000 from the prior year.

The General Expenses have the following budgeted amounts:

| <u>EXPENSE</u> | <u>AMOUNT</u> | <u>CHANGE</u> |
|--|--------------------|-------------------|
| District Services Facilities and Maintenance | \$ 300,000 | |
| Discrimination/Harassment Investigation Services | \$ 400,000 | |
| District-wide IT Maintenance Agreements | \$ 1,047,923 | \$ 328,793 |
| District-wide Strategic Planning | \$ 110,000 | |
| Faculty Job Fair | \$ 30,000 | |
| Financial Audit | \$ 145,000 | |
| Internal Audit | \$ 230,000 | \$ 15,000 |
| Labor Contract Negotiations | \$ 100,000 | |
| Legal Advertising | \$ 30,000 | |
| Legal Fees | \$ 500,000 | |
| Offsite Technology Security | \$ 45,000 | (\$ 70,000) |
| Personnel Advertising | \$ 130,000 | |
| Phone System Maintenance Agreement | \$ 205,000 | \$ 5,000 |
| Property & Liability Insurance | \$ 1,000,000 | (\$250,000) |
| Recruitment for Retirement Incentive | \$ 0 | (\$445,000) |
| Faculty Sabbatical Bond Payments | \$ 18,000 | |
| Employee Safety Compliance Cost | \$ 60,000 | |
| Taxpayer Relief Act Compliance | \$ 58,000 | \$ 8,000 |
| TOTAL GENERAL EXPENSE ACCOUNTS | \$4,408,923 | \$ 408,207 |
| District Services Facilities and Maintenance* | \$ <300,000> | |
| ADJUSTED GENERAL EXPENSE ACCOUNTS | \$4,108,923 | \$ 408,207 |

*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

The FY 2018-2019 Tentative Budget includes inter-fund transfers as follows:

| To: | From: | | | | |
|---------------------------|----------------------------|----------------------------|----------------------|------------------------------|---------------------|
| | General Fund SC | General Fund DS | Basic Aid | Pension Stability | Total |
| General Fund IVC (a) | | | | \$2,100,000 | \$2,100,000 |
| General Fund SC (b) | | | | \$3,517,705 | \$3,517,705 |
| General Fund DS (c) | | | | \$550,000 | \$550,000 |
| Capital Outlay (d) | \$250,000 | | \$69,361,841 | | \$69,611,841 |
| Child Development (d) | \$385,000 | | | | \$385,000 |
| Self-Insurance Fund (e) | | \$350,000 | \$500,000 | | \$850,000 |
| Retiree Benefits Fund (e) | | | \$4,894,000 | | \$ 4,894,000 |
| Total Transfers | \$635,000 | \$350,000 | \$74,755,841 | \$6,167,705 | \$81,908,546 |

- (a) *Transfer from Pension Stability Trust to IVC*
- (b) *Transfer from Pension Stability Trust to SC*
- (c) *Transfer from Pension Stability Trust to DS*
- (d) *Transfer from SC and Basic Aid to support child development center and capital outlay projects*
- (e) *Basic Aid funds allocated for retiree health benefits liability and insurance deductibles based on approved BAARC recommendations for FY 2018-2019*

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2018-2019 Tentative Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$13,796,449. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in FY 1999-2000 and has received basic aid receipts as follows:

| <u>Fiscal Year</u> | <u>Basic Aid Receipts</u> |
|--------------------|---------------------------|
| 1999 - 2005 | \$114,365,248 |
| 2005 - 2006 | \$ 46,899,203 |
| 2006 - 2007 | \$ 52,896,017 |
| 2007 - 2008 | \$ 50,692,873 |
| 2008 - 2009 | \$ 51,179,365 |
| 2009 - 2010 | \$ 39,022,021 |
| 2010 - 2011 | \$ 38,737,963 |
| 2011 - 2012 | \$ 39,301,044 |
| 2012 - 2013 | \$ 46,888,399 |
| 2013 - 2014 | \$ 43,788,270 |
| 2014 - 2015 | \$ 51,659,425 |
| 2015 - 2016 | \$ 52,672,948 |
| 2016 - 2017 | \$ 61,959,948 |

The District estimates that property tax receipts above state calculated allocation amount for FY 2017-2018 and future years to be as follows:

| <u>Fiscal Year</u> | <u>Basic Aid Receipts</u> |
|--------------------|---------------------------|
| 2017 - 2018 | \$ 67,386,119 |
| 2018 - 2019 | \$ 68,897,378 |
| 2019 - 2020 | \$ 72,099,770 |
| 2020 - 2021 | \$ 75,070,429 |
| 2021 - 2022 | \$78,162,944 |

The final property tax collections for FY 2017-2018 will be determined at the close of the fiscal year and this figure will be amended for the adopted budget.

The assumptions used to estimate basic aid funds for FY 2018-2019 are: SB361 funding COLA is estimated at 2.71%, growth is 0.0%, and enrollment fees at \$46 per unit. For the following years, SB361 COLA is estimated at 2% and growth is estimated at 0.0% for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue in conjunction with historical trends. For FY 2018-2019, property taxes are budgeted with a 3% increase over FY 2017-2018. For the following years, secured taxes are estimated to increase 2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) is following this process for its recommendation for allocating the FY 2018-2019 basic aid funds. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2018-2019 Tentative Budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

| <u>FY 2018-2019 Resources</u> | <u>Amount</u> |
|---|-----------------------------|
| Estimated Balance at July 1, 2018 | \$ 28,196,429 |
| Receipts FY 2018-2019 | <u>\$ 68,897,378</u> |
| Estimated Property Taxes for Basic Aid | \$ 97,093,807 |
| Contingency for Unrealized Tax Collections (20%) | (\$13,779,476) |
| Unallocated Funds | (\$ 123,287) |
| Total Allocated FY 2018-2019 | <u>\$ 83,191,044</u> |
| | |
| <u>Budgeted Expenditures</u> | |
| FY 2018-2019 Long-Term Obligations and Fixed Expenses | \$ 5,544,000 |
| Funding for Capital Projects | \$ 77,647,044 |
| Total Approved and Budgeted Projects | <u>\$ 83,191,044</u> |

The following projects were approved by the Board of Trustees:

| <u>Basic Aid Projects</u> | <u>Project Amount</u> |
|---|------------------------------|
| Closed Projects | \$261,245,034 |
| Prior Approved Open Project Balances | \$472,227,592 |
| | |
| <u>New FY 2018-2019 Project Funding</u> | <u>Project Total</u> |
| <u>Long Term Obligations & Fixed Expenses</u> | |
| SOCCCD - Legislative Advocacy Services* | \$150,000 |
| Retiree Benefits Expenses* | \$4,894,000 |
| Insurance Deductibles* | \$500,000 |
| <u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u> | |
| DW – ADA Transition Plan Projects* | \$3,000,000 |
| IVC – Access Controls | \$1,718,815 |
| IVC - ATEP Building Signage (planning and design) | \$500,000 |
| IVC – B200 Scheduled Maintenance* | \$1,500,000 |
| IVC - Health Center/Concessions* | \$1,360,000 |

| | |
|---|-----------------------------|
| IVC - New Parking Lot* | \$1,300,000 |
| IVC – Scheduled Maintenance College-wide | \$3,828,162 |
| IVC – Soccer and Practice Fields (planning) | \$175,000 |
| SC – Access Controls | \$4,000,000 |
| SC – PE 200 and 300 Interior Renovation* | (\$706,033) |
| SC – PE 400 and 500 Renovation* | (\$800,000) |
| SC – PE Renovation* | \$1,506,033 |
| SC – TAS Building* | \$44,863,622 |
| SC – Walkway Lot 9 to Quad* | \$350,000 |
| <u>ATEP Development & Operations</u> | |
| ATEP Support (security, maintenance and operations support)* | \$768,825 |
| <u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u> | |
| District-wide Mapping* | \$3,000,000 |
| District-wide Technology Consultant for Capital Construction* | \$25,000 |
| Pre-Planning and Investigations* | \$175,000 |
| Sustainability/Energy Planning* | \$200,000 |
| <u>IT Projects</u> | |
| Automated Student Assistant (AI Chatbot) | \$475,000 |
| College Cabling | \$87,845 |
| College Desktop Refresh* | \$2,182,754 |
| College Network Access Control | \$320,000 |
| College Server Refresh | \$407,247 |
| Classroom Technology and Audio Visual Refresh* | \$602,154 |
| Co-locate District-wide Infrastructure | \$60,000 |
| Curriculum Management System | \$467,600 |
| DevOps / Identity Management Engineering | \$200,000 |
| District Innovation Fund | \$518,220 |
| Faculty Syllabus Builder | \$315,000 |
| HR/Business Services Integrated Software* | \$1,350,000 |
| Information Security Contract Services | \$360,000 |
| Infrastructure Expansion | \$170,000 |
| MAP Enhancements* | \$385,000 |
| MySite Faculty Services Upgrade | \$275,000 |
| Privilege Access Management (PAM) | \$240,000 |
| Registration Restriction Module | \$302,400 |
| SIS Student System Health | \$350,000 |
| Student Information System Enhancements* | \$1,814,400 |
| <u>Total FY 2018-2019 Funded Projects</u> | <u>\$83,191,044</u> |
| | |
| <u>Cumulative Total - Basic Aid Projects</u> | <u>\$816,663,670</u> |

*Reflects an augmentation to an existing project

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development fund is intended to be self-sufficient. The District operates a child development program at Saddleback College for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$385,000 of support from the unrestricted general fund (34% of funding). The child development program is also not charged for administration or operations, and it is currently not self-supporting.

Capital Outlay Projects Fund (Fund #40)

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies on February 1, 2012. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. These funds have been distributed following the DRAC model allocation.

CAPITAL OUTLAY PROJECTS – FUND 40

| | FY 2018-2019 |
|---|----------------------|
| <u>Project Description</u> | Tentative |
| | Budget |
| Basic Aid Projects (including required college match) | \$261,135,950 |
| <u>Other Project Funds</u> | |
| ATEP Property Development | \$1,016,806 |
| State Prop 39 & Scheduled Maintenance Projects (including required college match) | \$2,145,267 |
| IVC – College Capital Outlay Projects | \$2,572,500 |
| SC - Future Parking Lot Projects | \$940,249 |
| SC - Future Capital Outlay Projects | \$4,864,981 |
| District - Future Capital Outlay Projects | \$33,709,226 |
| Redevelopment Funds | \$26,584,934 |
| Total Fund 40 | \$332,969,913 |

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2018 with the completion of a required actuarial study.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$4,894,000. The District's actuarial accrued liability for past service is estimated at \$110,209,323 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the September meeting.

Pension Stability Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2020-2021. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

Student Financial Aid Fund (Fund #84)

The Student Financial Aid Fund is used to account for federal and state financial funds received and disbursed to students.

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Tentative Budget for board approval.

BUDGET TABLES

The Tentative Budget for FY 2018-2019 for all District funds is summarized on the following pages.

Ann-Marie Gabel, Interim Chancellor

Kim McCord, Acting Vice Chancellor, Business Services

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2018-2019
Revenues, Expenditures and Change in Fund Balance

| | General Fund | Community Education | SC Child Development | Capital Outlay | Self-Insurance | Retiree Benefit | Retiree OPEB | Pension Stability Trust Fund | Student Financial Aid Fund | TOTAL ALL FUNDS |
|---|----------------------------|---------------------|----------------------|-----------------------|---------------------|---------------------|-----------------------|------------------------------|----------------------------|-----------------------|
| | (01) | (07 & (09) | (12) | (40) | (68) | (71) | (72) | (78) | (84) | |
| SOURCES OF FUNDS | | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 \$ 51,860,165 \$ | 313,260 \$ | - \$ | 260,083,072 \$ | 1,466,662 \$ | 1,300,000 \$ | 116,691,000 \$ | 35,096,000 \$ | - | 486,810,159 |
| REVENUES: | | | | | | | | | | |
| SB361 Revenue | Various \$ 160,820,622 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - | 160,820,622 |
| Basic Aid | 69,447,378 | - | - | - | - | - | - | - | - | 69,447,378 |
| Federal Sources | 2,483,805 | - | - | - | - | - | - | - | 22,075,000 | 24,558,805 |
| Other State Sources | 63,531,656 | - | - | - | - | - | - | - | 1,989,000 | 65,520,656 |
| Other Local Sources | 20,403,258 | 2,399,236 | 755,000 | 3,275,000 | 10,000 | 10,000 | 10,894,000 | 1,000,000 | - | 38,746,494 |
| Total Revenue | 316,686,719 | 2,399,236 | 755,000 | 3,275,000 | 10,000 | 10,000 | 10,894,000 | 1,000,000 | 24,064,000 | 359,093,955 |
| FISCAL AGENT PASS-THRU | 8970-8979 | - | - | - | - | - | - | - | - | 4,528,571 |
| BASIC AID INCOMING TRANSFERS: | 8980-8989 | - | - | 69,361,841 | 500,000 | 4,894,000 | - | - | - | 74,755,841 |
| INCOMING TRANSFERS | 8980-8989 | - | 385,000 | 250,000 | 350,000 | - | - | - | - | 7,402,705 |
| TOTAL SOURCES OF FUNDS | 327,632,995 | 2,399,236 | 1,140,000 | 72,886,841 | 860,000 | 4,904,000 | 10,894,000 | 1,000,000 | 24,064,000 | 445,781,072 |
| TOTAL AVAILABLE FUNDS | \$ 379,493,160 | \$ 2,712,496 | \$ 1,140,000 | \$ 332,969,913 | \$ 2,326,662 | \$ 6,204,000 | \$ 127,585,000 | \$ 36,096,000 | \$ 24,064,000 | \$ 912,591,231 |
| USES OF FUNDS | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | |
| Academic Salaries | 1000-1999 \$ 87,992,217 \$ | 199,868 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - | 88,192,085 |
| Classified Staff Salaries | 2000-2999 \$ 57,369,655 | 845,014 | 789,655 | 311,799 | 374,629 | - | - | - | - | 59,690,752 |
| Employee Benefits | 3000-3999 \$ 60,677,835 | 387,438 | 318,740 | 147,847 | 157,484 | 4,894,000 | 4,930,000 | - | - | 71,513,344 |
| Supplies & Materials | 4000-4999 \$ 8,699,307 | 108,500 | 24,000 | 1,500 | 8,000 | - | - | - | - | 8,841,307 |
| Services & Other Operating | 5000-5999 \$ 38,716,713 | 1,078,048 | 7,605 | 6,562,150 | 603,382 | 50,000 | 420,000 | 200,000 | - | 47,637,898 |
| Capital Outlay | 6000-6999 \$ 15,942,070 | 93,628 | - | 304,487,647 | 15,000 | - | - | - | - | 320,538,345 |
| Payments to Students | 7500-7699 \$ 1,876,739 | - | - | - | - | - | - | - | 24,064,000 | 25,940,739 |
| Total Expenditures | 271,274,536 | 2,712,496 | 1,140,000 | 311,510,943 | 1,158,495 | 4,944,000 | 5,350,000 | 200,000 | 24,064,000 | 622,354,470 |
| OTHER FINANCING USES: | | | | | | | | | | |
| Transfers Out | 7300-7399 \$ 1,235,000 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 6,167,705 \$ | - | 7,402,705 |
| Basic Aid Transfers Out | 7300-7399 \$ 74,755,841 | - | - | - | - | - | - | - | - | 74,755,841 |
| Other Transfers | 7400-7499 \$ 4,528,571 | - | - | - | - | - | - | - | - | 4,528,571 |
| Debt Service | 7100-7199 \$ - | - | - | - | - | - | - | - | - | - |
| Total Other Uses | 80,519,412 | - | - | - | - | - | - | 6,167,705 | - | 86,687,117 |
| TOTAL USES OF FUNDS | \$ 351,793,948 | \$ 2,712,496 | \$ 1,140,000 | \$ 311,510,943 | \$ 1,158,495 | \$ 4,944,000 | \$ 5,350,000 | \$ 6,367,705 | \$ 24,064,000 | \$ 709,041,587 |
| ENDING FUND BALANCE | \$ 27,699,212 | \$ - | \$ - | \$ 21,458,970 | \$ 1,168,167 | \$ 1,260,000 | \$ 122,235,000 | \$ 29,728,295 | \$ - | \$ 203,549,644 |
| COMPONENTS OF ENDING BALANCE | | | | | | | | | | |
| Reserve, Economic Uncertainties/Fund Bal. | \$ 13,796,449 | \$ - | \$ - | \$ 21,458,970 | \$ 1,168,167 | \$ 1,260,000 | \$ 122,235,000 | \$ 29,728,295 | \$ - | \$ 189,646,881 |
| Reserve, Unrealized Tax Collections (Basic Aid) | 13,902,763 | - | - | - | - | - | - | - | - | 13,902,763 |

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2018-2019
Revenues, Expenditures and Change in Fund Balance

| | Saddleback College | | | General Fund | | | Irvine Valley College | | | District Services | | |
|-------------------------------|-----------------------|----------------------|-----------------------|----------------------|----------------------|----------------------|-----------------------|---------------------|----------------------|-------------------|--------------|---------------|
| | General Fund | | Total | General Fund | | Total | General Fund | | Total | General Fund | | Total |
| | Unrestricted | Restricted | | Unrestricted | Restricted | | Unrestricted | Restricted | | Unrestricted | Restricted | |
| SOURCES OF FUNDS | | | | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 \$ | 7,000,000 \$ | 5,872,000 \$ | 12,872,000 \$ | 500,000 \$ | 3,594,633 \$ | 4,094,633 \$ | 2,000,000 \$ | - \$ | 2,000,000 \$ | - \$ | 2,000,000 \$ |
| REVENUES: | | | | | | | | | | | | |
| SB361 Revenue | | | | | | | | | | | | |
| Basic Aid | 86,136,658 \$ | - \$ | 86,136,658 \$ | 51,506,272 \$ | - \$ | 51,506,272 \$ | - \$ | 16,532,497 \$ | - \$ | 16,532,497 \$ | - \$ | 16,532,497 \$ |
| Federal Sources | - | 1,182,946 | 1,182,946 | - | - | - | 1,300,859 | - | - | - | - | - |
| Other State Sources | 7,760,693 | 37,920,590 | 45,681,283 | 4,338,922 | 12,804,320 | 17,143,242 | - | - | - | 135,000 | - | 135,000 |
| Other Local Sources | 4,880,168 | 3,591,317 | 8,471,485 | 7,838,314 | 4,093,459 | 11,931,773 | - | - | - | - | - | - |
| Total Revenue | 98,777,519 | 42,694,853 | 141,472,372 | 63,683,508 | 18,198,638 | 81,882,146 | - | - | - | 16,532,497 | 135,000 | 16,667,497 |
| FISCAL AGENT PASS-THRU | | | | | | | | | | | | |
| RESTRICTED BASIC AID | - | - | - | - | - | - | - | - | - | - | 4,528,571 | 4,528,571 |
| INCOMING TRANSFERS | 3,517,705 | 250,000 | 3,767,705 | 2,100,000 | - | 2,100,000 | - | 550,000 | - | 550,000 | - | 550,000 |
| TOTAL SOURCES OF FUNDS | 109,295,224 \$ | 48,816,853 \$ | 158,112,077 \$ | 66,283,508 \$ | 21,793,271 \$ | 88,076,779 \$ | 19,082,497 \$ | 4,663,571 \$ | 23,746,068 \$ | | | |
| USES OF FUNDS | | | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | | | |
| Academic Salaries | 48,308,450 \$ | 5,650,739 \$ | 53,959,189 \$ | 29,747,946 \$ | 2,670,550 \$ | 32,418,496 \$ | 1,135,683 \$ | - \$ | - \$ | 1,135,683 | - \$ | 1,135,683 |
| Classified Staff Salaries | 21,177,869 | 8,175,232 | 29,353,101 | 13,419,948 | 4,753,485 | 18,173,433 | 9,214,952 | - | - | 9,214,952 | - | 9,214,952 |
| Employee Benefits | 28,820,643 | 4,541,253 | 33,361,896 | 18,218,039 | 2,885,562 | 21,103,601 | 5,763,480 | - | - | 5,763,480 | - | 5,763,480 |
| Supplies & Materials | 1,388,604 | 5,171,383 | 6,559,987 | 823,063 | 1,198,757 | 2,021,820 | 82,000 | - | - | 82,000 | - | 82,000 |
| Services & Other Operating | 8,530,714 | 14,682,880 | 23,213,594 | 4,074,512 | 3,356,918 | 7,431,430 | 2,425,882 | 135,000 | - | 2,560,882 | - | 2,560,882 |
| Capital Outlay | 433,944 | 9,248,884 | 9,682,828 | - | 6,147,742 | 6,147,742 | 110,500 | - | - | 110,500 | - | 110,500 |
| Payments to Students | - | 1,096,482 | 1,096,482 | - | 780,257 | 780,257 | - | - | - | - | - | - |
| Total Expenditures | 108,660,224 | 48,566,853 | 157,227,077 | 66,283,508 | 21,793,271 | 88,076,779 | 18,732,497 | 135,000 | - | 18,867,497 | - | 18,867,497 |
| OTHER FINANCING USES: | | | | | | | | | | | | |
| Transfers Out | 635,000 \$ | 250,000 \$ | 885,000 \$ | - \$ | - \$ | - \$ | 350,000 \$ | - \$ | - \$ | 350,000 | - \$ | 350,000 |
| Basic Aid Transfers Out | - | - | - | - | - | - | - | - | - | - | - | - |
| Other Transfers | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Other Sources (Uses) | 635,000 | 250,000 | 885,000 | - | - | - | 350,000 | - | - | 4,528,571 | - | 4,528,571 |
| TOTAL USES OF FUNDS | 109,295,224 \$ | 48,816,853 \$ | 158,112,077 \$ | 66,283,508 \$ | 21,793,271 \$ | 88,076,779 \$ | 19,082,497 \$ | 4,663,571 \$ | 23,746,068 \$ | | | |
| ENDING FUND BALANCE | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ | \$ \$ |

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2018-2019
Revenues, Expenditures and Change in Fund Balance

| | General Fund | | | Total General Fund | | |
|---|------------------------------|---------------------------|-----------------------|----------------------|-----------------------|------------|
| | Basic Aid General Fund | Other* General Fund | Unrestricted | General Fund | Restricted | Total |
| SOURCES OF FUNDS | | | | | | |
| BEGINNING FUND BALANCE: | 9712 \$ 21,403,355 | \$ 11,490,177 | \$ 42,393,532 | \$ 9,466,633 | \$ 51,860,165 | |
| REVENUES: | | | | | | |
| SB361 Revenue | | | | | | |
| Basic Aid | \$ 69,447,378 | \$ 6,845,195 | \$ 160,820,622 | \$ - | \$ 160,820,622 | |
| Federal Sources | - | - | - | 69,447,378 | - | 69,447,378 |
| Other State Sources | - | 572,131 | - | - | 2,483,805 | 2,483,805 |
| Other Local Sources | - | - | - | 12,671,746 | 50,859,910 | 63,531,656 |
| Total Revenue | 69,447,378 | 7,217,326 | 255,658,228 | 61,028,491 | 316,686,719 | |
| FISCAL AGENT PASS-THRU | | | | | | |
| RESTRICTED BASIC AID | - | - | - | 4,528,571 | - | 4,528,571 |
| INCOMING TRANSFERS | - | - | 6,167,705 | 250,000 | - | 6,417,705 |
| TOTAL SOURCES OF FUNDS | \$ 90,850,733 | \$ 18,707,503 | \$ 304,219,465 | \$ 75,273,695 | \$ 379,493,160 | |
| USES OF FUNDS | | | | | | |
| EXPENDITURES: | | | | | | |
| Academic Salaries | \$ - | \$ 478,849 | \$ 79,670,928 | \$ 8,321,289 | \$ 87,992,217 | |
| Classified Staff Salaries | 227,019 | 401,150 | 44,440,938 | 12,928,717 | 57,369,655 | |
| Employee Benefits | 139,246 | 309,612 | 53,251,020 | 7,426,815 | 60,677,835 | |
| Supplies & Materials | 11,000 | 24,500 | 2,329,167 | 6,370,140 | 8,699,307 | |
| Services & Other Operating | 1,814,864 | 3,695,943 | 20,541,915 | 18,174,798 | 38,716,713 | |
| Capital Outlay | - | 1,000 | 545,444 | 15,396,626 | 15,942,070 | |
| Payments to Students | - | - | - | 1,876,739 | - | 1,876,739 |
| Total Expenditures | 2,192,129 | 4,911,054 | 200,779,412 | 70,495,124 | 271,274,536 | |
| OTHER FINANCING USES: | | | | | | |
| Transfers Out | \$ - | \$ - | \$ 985,000 | \$ 250,000 | \$ 1,235,000 | |
| Basic Aid Transfers Out | 74,755,841 | - | 74,755,841 | - | 74,755,841 | |
| Other Transfers | - | - | - | 4,528,571 | 4,528,571 | |
| Debt Service | - | - | - | - | - | |
| Total Other Sources (Uses) | 74,755,841 | - | 75,740,841 | 4,778,571 | 80,519,412 | |
| TOTAL USES OF FUNDS | \$ 76,947,970 | \$ 4,911,054 | \$ 276,520,253 | \$ 75,273,695 | \$ 351,793,948 | |
| ENDING FUND BALANCE | \$ 13,902,763 | \$ 13,796,449 | \$ 27,699,212 | \$ - | \$ 27,699,212 | |
| COMPONENTS OF ENDING BALANCE | | | | | | |
| Reserve, Economic Uncertainties/Fund Bal. | \$ - | \$ 13,796,449 | \$ 13,796,449 | \$ - | \$ 13,796,449 | |
| Reserve, Unrealized Tax Collections (Basic Aid) | 13,902,763 | - | 13,902,763 | - | 13,902,763 | |

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2018-2019**

Revenues, Expenditures and Change in Fund Balance

SOURCES OF FUNDS

BEGINNING FUND BALANCE:

REVENUES:

| | | Community Education Fund | | | Student Financial Aid Fund | | |
|---------------------|------------|---------------------------------|----------------------------|-----------|----------------------------|----------------------------|------------|
| | | Saddleback College (09) & (100) | Irvine Valley College (07) | Total | Saddleback College (84) | Irvine Valley College (84) | Total |
| SB361 Revenue | 9712 \$ | 222,000 \$ | 91,260 \$ | 313,260 | \$ - | \$ - | \$ - |
| Basic Aid | Various \$ | - \$ | - \$ | - | \$ - | \$ - | \$ - |
| Federal Sources | 8100-8199 | - | - | - | 11,200,000 | 10,875,000 | 22,075,000 |
| Other State Sources | 8600-8699 | - | - | - | 776,000 | 1,213,000 | 1,989,000 |
| Other Local Sources | 8800-8899 | 1,936,500 | 462,736 | 2,399,236 | - | - | - |
| Total Revenue | | 1,936,500 | 462,736 | 2,399,236 | 11,976,000 | 12,088,000 | 24,064,000 |

**FISCAL AGENT PASS-THRU
RESTRICTED BASIC AID
INCOMING TRANSFERS**

TOTAL SOURCES OF FUNDS

USES OF FUNDS

EXPENDITURES:

| | | 1000-1999 \$ | 2000-2999 \$ | 3000-3999 \$ | 4000-4999 \$ | 5000-5999 \$ | 6000-6999 \$ | 7000-7999 \$ | Total Expenditures |
|----------------------------|-----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------------|
| Academic Salaries | 1000-1999 | 115,252 | 84,616 | 173,179 | 123,035 | 3,000 | 150,166 | 20,000 | 553,996 |
| Classified Staff Salaries | 2000-2999 | 671,835 | 173,179 | 123,035 | 3,000 | 150,166 | 20,000 | 2,158,500 | 2,712,496 |
| Employee Benefits | 3000-3999 | 264,403 | 123,035 | 387,438 | 108,500 | 1,078,048 | 93,628 | - | 2,712,496 |
| Supplies & Materials | 4000-4999 | 105,500 | 3,000 | 108,500 | - | - | - | - | - |
| Services & Other Operating | 5000-5999 | 927,882 | 150,166 | 1,078,048 | - | - | - | - | - |
| Capital Outlay | 6000-6999 | 73,628 | 20,000 | 93,628 | - | - | - | - | - |
| Payments to Students | 7000-7999 | - | - | - | - | - | - | - | - |
| Total Expenditures | | 2,158,500 | 553,996 | 2,712,496 | - | - | - | - | 2,712,496 |

OTHER FINANCING USES:

| | | 7300-7399 \$ | 7400-7499 \$ | 7500-7599 \$ | Total Other Sources (Uses) |
|----------------------------|-----------|--------------|--------------|--------------|----------------------------|
| Transfers Out | 7300-7399 | - | - | - | - |
| Basic Aid Transfers Out | 7400-7499 | - | - | - | - |
| Other Transfers | 7500-7599 | - | - | - | - |
| Debt Service | 7600-7699 | - | - | - | - |
| Total Other Sources (Uses) | | - | - | - | - |

TOTAL USES OF FUNDS

ENDING FUND BALANCE

APPENDIX A

The following Funds are used at South Orange County Community College District:

| FUND NUMBER | DESCRIPTION | DEFINITION |
|------------------------|--|---|
| 01 | General Fund | Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds. |
| 07 | Community Education Fund – Irvine Valley College | Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting. |
| 09 | Community Education Fund – Saddleback College | Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting. |
| 12 | Child Development Fund | The District operates a child development program at Saddleback College for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting. |
| 40 | Capital Outlay Fund | The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state funded new construction, state scheduled maintenance, local redevelopment funds, and District funded projects. |
| 68 | Self-Insurance Fund | The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs. |
| 71 | Retiree Benefits Fund | The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund. |

APPENDIX A

| FUND NUMBER | DESCRIPTION | DEFINITION |
|------------------------|--|--|
| 72 | Retiree (OPEB) Trust | This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. |
| 73 | Saddleback College Foundation | This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college. |
| 74 | Irvine Valley College Foundation | This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college. |
| 75 | District Foundation | This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have. |
| 76 | ATEP Foundation | This fund is used to account for the activities of an auxiliary organization known as a foundation. This account may supplement needs the District may have related to ATEP. |
| 78 | Pension Stability Trust | This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees. |
| 84 | Student Financial Aid Fund | This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans. |
| 95 | Associated Student Government - Saddleback College | This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board. |
| 96 | Associated Student Government - IVC | This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board. |

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for the Unrestricted General Fund and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.
- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Funds** are funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving funds from the state. These funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.



SOCCCD FY 2018-2019 TENTATIVE BUDGET

BOARD OF TRUSTEES MEETING
June 25, 2018





Agenda

- Board Philosophy and Budget Guidelines
- Tentative Budget 2018-19
- Budget Assumptions
- Basic Aid Allocation
- Budget Trends
- Next Steps



Tentative Budget FY 2018-2019



- **Tentative Budget** is the “**draft**” budget used to start out the fiscal year which begins on July 1st; based on best and most conservative assumptions at that point in time
- Our fiscal year ends on June 30, 2018, after which we have final and actual revenue and expenses for the year confirmed
- **Adopted Budget** is the year’s Final Budget; annually adopted by the Board in August; based on final State Budget information and actual amounts from the previous year; assumptions are more concrete



Board Philosophy on Budget

- Ensure wise and prudent use of public resources
- Promote financial strength and stability
- Maximize educational opportunities for students





Budget Development Guidelines



1. Reserve for Economic Uncertainties
2. Future Long Term Debt Issues
3. Retirement Incentives
4. Area/College Allocations
5. Deficit Financing
6. GASB 45/OPEB Trust (retiree medical benefit liability)
7. Basic Aid
8. One time Cost Savings
9. Full Time Equivalent Student Targets
10. Funding for Growth



2018-2019 Tentative Budget Overview

Exhibit B
Page 6 of 22

| | Beginning Balance | Revenues | Expenditures | Ending Balance |
|----------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Unrestricted General Fund | \$ 42,393,532 | \$ 261,825,933 | \$ 276,520,253 | \$ 27,699,212 |
| Restricted General Fund | <u>9,466,633</u> | <u>65,807,062</u> | <u>75,273,695</u> | <u>0</u> |
| Total General Fund | \$ 51,860,165 | \$ 327,632,995 | \$ 351,793,948 | \$ 27,699,212 |
| Community Education Fund | 313,260 | 2,399,236 | 2,712,496 | 0 |
| SC Child Development Fund | 0 | 1,140,000 | 1,140,000 | 0 |
| Capital Outlay Fund | 260,083,072 | 72,886,841 | 311,510,943 | 21,458,970 |
| Self-Insurance Fund | 1,466,662 | 860,000 | 1,158,495 | 1,168,167 |
| Retiree Benefit Fund | 1,300,000 | 4,904,000 | 4,944,000 | 1,260,000 |
| Retiree OPEB Fund | 116,691,000 | 10,894,000 | 5,350,000 | 122,235,000 |
| Pension Stability Trust Fund | 35,096,000 | 1,000,000 | 6,367,705 | 29,728,295 |
| Student Financial Aid Fund | <u>0</u> | <u>24,064,000</u> | <u>24,064,000</u> | <u>0</u> |
| Total All Funds | \$ 466,810,159 | \$ 445,781,072 | \$ 709,041,587 | \$ 203,549,644 |



2018-2019 Tentative Budget Overview

| | Beginning Balance | Revenues | Total |
|----------------------------------|-----------------------|-----------------------|-----------------------|
| Unrestricted General Fund | \$ 42,393,532 | \$ 261,825,933 | \$ 304,219,465 |
| Restricted General Fund | <u>9,466,633</u> | <u>65,807,062</u> | <u>75,273,695</u> |
| Total General Fund | \$ 51,860,165 | \$ 327,632,995 | \$ 379,493,160 |
| Community Education Fund | 313,260 | 2,399,236 | 2,712,496 |
| SC Child Development Fund | 0 | 1,140,000 | 1,140,000 |
| Capital Outlay Fund | 260,083,072 | 72,886,841 | 332,969,913 |
| Self-Insurance Fund | 1,466,662 | 860,000 | 2,326,662 |
| Retiree Benefit Fund | 1,300,000 | 4,904,000 | 6,204,000 |
| Retiree OPEB Fund | 116,691,000 | 10,894,000 | 127,585,000 |
| Pension Stability Trust Fund | 35,096,000 | 1,000,000 | 36,096,000 |
| Student Financial Aid Fund | <u>0</u> | <u>24,064,000</u> | <u>24,064,000</u> |
| Total All Funds | \$ 466,810,159 | \$ 445,781,072 | \$ 912,591,231 |



2018-2019 Tentative Budget Overview

| | Salaries and Benefits | Supplies and Services | Capital Outlay | Payments to Students and Other Uses | Total |
|----------------------------------|-----------------------|-----------------------|-----------------------|-------------------------------------|-----------------------|
| Unrestricted General Fund | \$ 177,362,886 | \$ 22,871,082 | \$ 545,444 | \$ 75,740,841 | \$ 276,520,253 |
| Restricted General Fund | <u>28,676,821</u> | <u>24,544,938</u> | <u>15,396,626</u> | <u>6,655,310</u> | <u>75,273,695</u> |
| Total General Fund | \$ 206,039,707 | \$ 47,416,020 | \$ 15,942,070 | \$ 82,396,151 | \$ 351,793,948 |
| Community Education Fund | 1,432,320 | 1,186,548 | 93,628 | 0 | 2,712,496 |
| SC Child Development Fund | 1,108,395 | 31,605 | 0 | 0 | 1,140,000 |
| Capital Outlay Fund | 459,646 | 6,563,650 | 304,487,647 | 0 | 311,510,943 |
| Self-Insurance Fund | 532,113 | 611,382 | 15,000 | 0 | 1,158,495 |
| Retiree Benefit Fund | 4,894,000 | 50,000 | 0 | 0 | 4,944,000 |
| Retiree OPEB Fund | 4,930,000 | 420,000 | 0 | 0 | 5,350,000 |
| Pension Stability Trust Fund | 0 | 200,000 | 0 | 6,167,705 | 6,367,705 |
| Student Financial Aid Fund | <u>0</u> | <u>0</u> | <u>0</u> | <u>24,064,000</u> | <u>24,064,000</u> |
| Total All Funds | \$ 219,396,181 | \$ 56,479,205 | \$ 320,538,345 | \$ 112,627,856 | \$ 709,041,587 |



FY 2018-19 Tentative Budget Assumptions

- Tentative Budget is based on Governor's May Revise
- SB361 Revenue Allocation
ONGOING BASE BUDGET
SB361 COLA = **2.71%**
Growth Funding = 0.0%
- Property Tax revenue increase of 3%
- Enrollment Fees remain at **\$46/unit**



FY 2018-19 Tentative Budget

Assumptions (continued)

- Salary Increases – includes step and column increases; negotiated increases will be included in the adopted budget once negotiations with the bargaining units are complete
 - PERS approved rate of 18.062%
 - STRS approved rate of 16.280%
- NOTE: Significant Increases in Retirement Contributions will be occurring over next several years
- Health & Welfare Benefits – 1.4% estimated increase
 - Unemployment Insurance remains flat at 0.05%
 - Worker's Compensation remains flat at 1.7 %



FY 2018-19 Tentative Budget

Assumptions (continued)

- 7.5% Reserve for Economic Uncertainties = \$13.8 M
- Property & Liability insurance reduced to \$1M
- State Categorical Funding - budgeted at 95% of last year's Adopted Budget
- Education Protection Act (EPA) Revenue is estimated at \$2.7M
 - EPA Expenses are budgeted for part-time faculty salaries and benefits



Available "Basic Aid" Funds

| <u>FY 2018-2019 RESOURCES</u> | <u>AMOUNT</u> |
|---|-----------------------|
| Balance at July 1, 2018* | \$28,196,429 |
| Receipts FY 2018-2019 | <u>\$68,897,378</u> |
| Estimated Property Taxes for Basic Aid | \$97,093,807 |
| Unallocated Funds** | (\$123,287) |
| Contingency (20%) | <u>(\$13,779,476)</u> |
| Total Allocated Funds FY 2018-2019 | \$83,191,044 |

*Estimated (exact amounts will not be available until the end of the fiscal year).

**Unallocated Basic aid funds may be allocated at a future time.

Note: "Basic Aid" funds may be used for: capital outlay projects, retiree benefits, long-term obligations, legislative advocacy, legal fees and judgments, and technology initiatives.



Basic Aid Allocations

| | |
|--|---------------------|
| Long Term Obligations* and Fixed Expenses | \$ 5,544,000 |
| Capital Projects | |
| Capital Projects in EFMP | 48,023,622 |
| Capital Projects Support | 4,168,825 |
| Returned funds from 12-13 SC PE | (1,506,033) |
| Reallocated funds to SC PE | 1,506,033 |
| Access Control Projects | 5,718,815 |
| ADA Projects | 3,350,000 |
| Scheduled Maintenance Projects | 5,328,162 |
| Renovation and Other Facilities Related Projects | 175,000 |
| District-wide Technology Priority Projects | 10,882,620 |
| Total | \$83,191,044 |

* Includes \$4.9M for OPEB Trust normal current year expense



Budget Trends

- As with the prior year, the tentative budget conflicts with the Board's Budget Guidelines by using one-time funds for on-going expenses.
- District-wide **personnel costs** make up an average of 87.9% of total budget (excluding reserves and basic aid funds), which is a decrease from 88.8% last year.
- Additional State COLA and Growth have not been adequate to support the increased personnel costs over the past several years





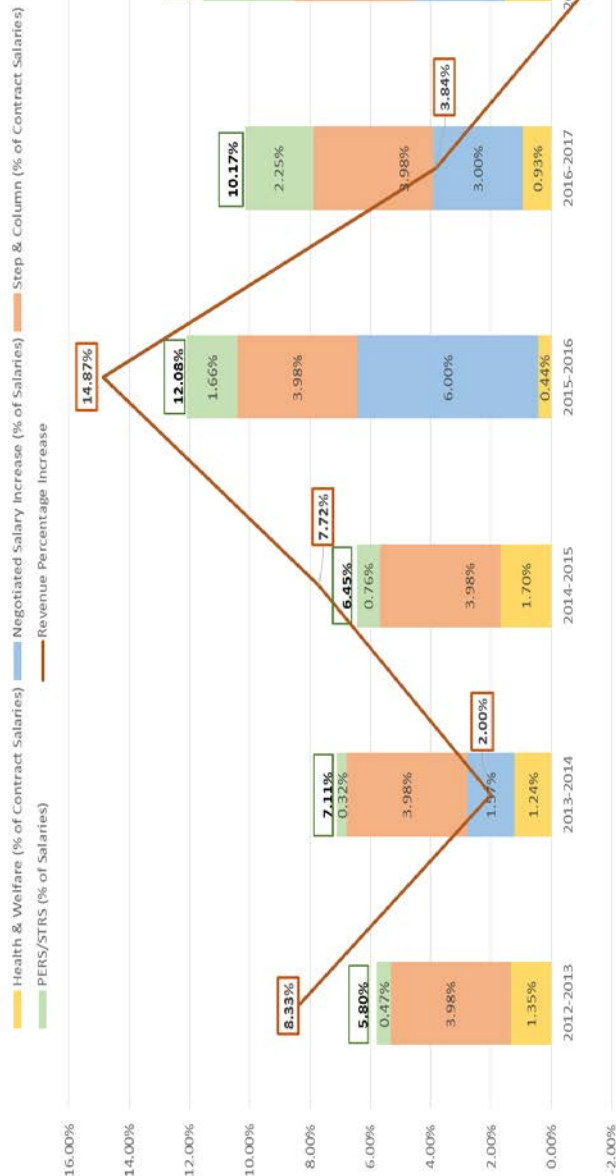
Budget Trends (continued)

- Some personnel related expense categories are showing **upward trends in costs**:
 - Health and Welfare Costs
 - STRS and PERS
 - Salaries
 - Negotiated increases
 - Step and column movement
 - Stipends and other additional payments



Budget Trends (continued)

Unrestricted General Fund Revenue vs. Personnel Cost Increases

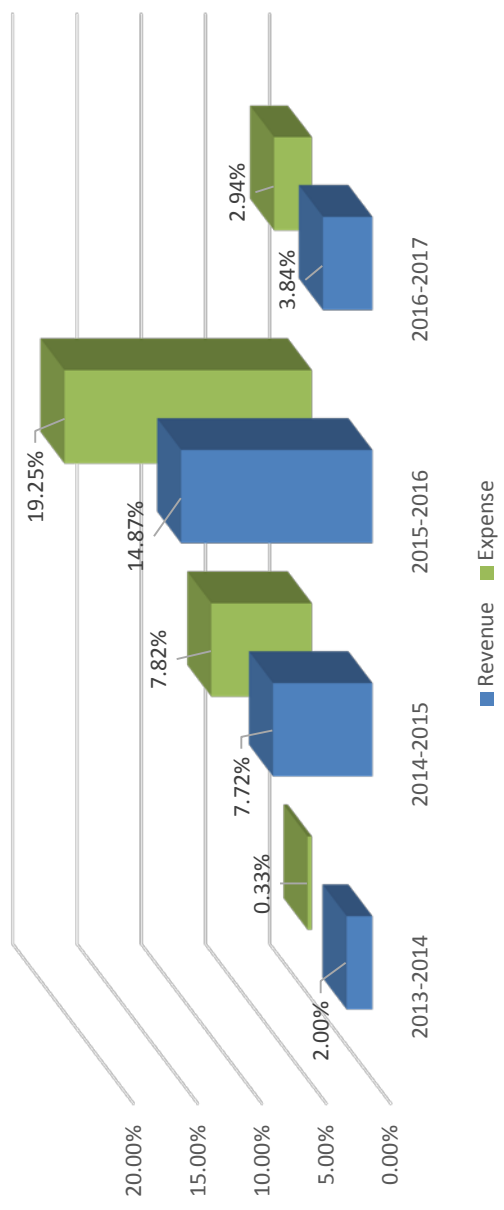


Note: The average over this 6 year period shows personnel costs increasing 8.87% while revenues increased 5.80%



Budget Trends (continued)

Unrestricted General Fund - % Change in Revenues and Expenditures

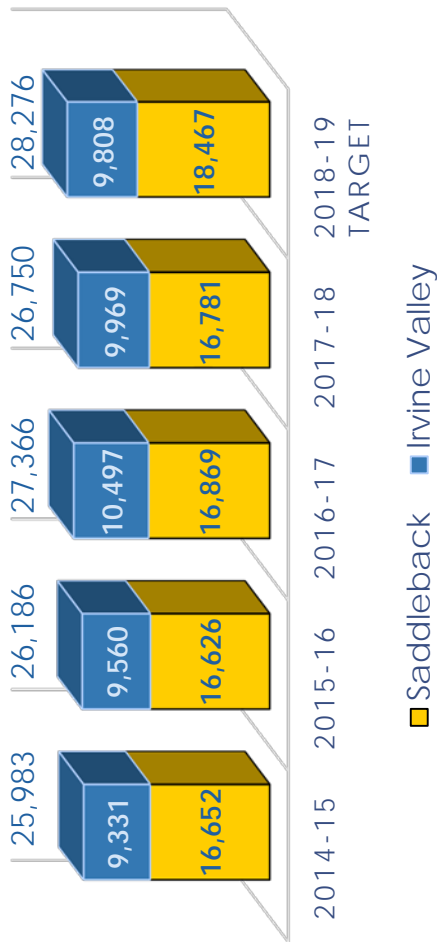




Budget Trends (continued)

FTES

(SUMMER, FALL, SPRING)





Next Steps

- Ongoing budget challenges:
 - Revenue increases not keeping pace with on-going cost increases.
 - Monitor PERS/STRS increases moving forward.
 - Enrollment.
 - One time revenue being used for on-going expenses, contrary to the board's budget guidelines and conservative budget practices.





PERS/STRS Rates & Cost Increases

SocCCCD

STRS & PERS Projected Rate and Cost Increases (Unrestricted General Fund)

| Fiscal Year | 2015-2016 Actual | 2016-2017 Actual | 2017-2018 Estimated | 2018-2019 Estimated | 2019-2020 Estimated | 2020-2021 Estimated | 2021-2022 Estimated | Annual Increase over 2015-2016 | Cumulative Increase |
|---------------------------------|---------------------|---------------------|------------------------|------------------------|------------------------|------------------------|------------------------|-----------------------------------|------------------------|
| STRS Annual Rate | 10.730% | 12.580% | 14.430% | 16.280% | 18.130% | 19.100% | 19.100% | | |
| STRS Contribution | 6,692,933 | 8,553,945 | 10,323,105 | 11,646,580 | 12,970,055 | 13,663,985 | 13,663,985 | 6,971,052 | 30,664,057 |
| Annual Increase | | 1,861,012 | 1,769,160 | 1,323,475 | 1,323,475 | 693,930 | - | | |
| PERS Annual Rate | 11.847% | 13.888% | 15.531% | 18.062% | 20.800% | 23.500% | 24.600% | | |
| PERS Contribution | 4,491,723 | 5,646,703 | 6,522,439 | 7,585,364 | 8,735,222 | 9,869,121 | 10,331,080 | 5,839,357 | 21,739,591 |
| Annual Increase | | 1,154,980 | 875,736 | 1,062,925 | 1,149,858 | 1,133,899 | 461,959 | | |
| Combined Annual Increase | | 3,015,992 | 2,644,896 | 2,386,400 | 2,473,333 | 1,827,829 | 461,959 | 12,810,409 | 52,403,648 |

Notes: FY 2015-2016 through FY 2017-2018 include negotiated salary increases
FY 2018-2019 through FY 2021-2022 estimates do not assume any changes in salaries



Next Steps

- Final State Budget information will be included in the FY 2018-2019 Adopted Budget.
- New Funding Formula (conference compromise)
 - Three year phase-in **from** 70% enrollment, 20% low-income enrollment, and 10% performance outcomes **to** 60%, 20% and 20%
 - Three year hold-harmless including annual cost-of-living
 - We need to determine if we want to follow the new funding formula for our future DRAC Allocations
- Kick off Educational Strategic Master Plan





TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: FY 2018-2019 Tentative Budget

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305(a) requires that each community college district Board of Trustees adopt a tentative budget no later than July 1 of each fiscal year. Approval of this budget allows the normal processing of payrolls and vendor payments at the start of the new fiscal year.

The District Resource Allocation Council (DRAC) has met and completed its work on the tentative budget model. The Basic Aid Allocation Recommendation Committee (BAARC) has also completed its process for tentative budget and funding recommendations are included in the presented tentative budget.

STATUS

The estimate of financial resources available to the District has been based on the Governor's May Budget Revision. The tentative budget includes a projected unrestricted ending balance for June 30, 2018 in the amount of \$42,393,532 plus unrestricted general fund resources of \$261,825,933. The actual ending balance for June 30, 2018 and the State Budget Act are not finalized; these projections will be updated before the adopted budget is presented to the Board on August 27, 2018. The Reserve for Economic Uncertainties has been set at 7.5% in accordance with the Budget Development Guidelines adopted by the Board of Trustees. In addition to the general fund, all other District fund budgets are reported in the tentative budget enclosure (EXHIBIT A). The budget presentation is also attached (EXHIBIT B).

The budget includes Education Protection Account (EPA) funds of \$2.7 million. These funds are budgeted for expenditures of part-time faculty salaries and benefits.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the FY 2018-2019 Tentative Budget (EXHIBIT A) as presented.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Authorization to Form ATEP Facilities Corporation Public Hearing

ACTION: Public Hearing

BACKGROUND

As authorized by Education Code sections 72670 et. seq. and California Code of Regulations sections 59250 et. seq., the District's existing implementing regulations for auxiliary organizations allows for a new nonprofit public benefit corporation to be formed.

The Notice of Public Hearing has been posted to the district's website, and is publically displayed at Saddleback College, Irvine Valley College and the ATEP IDEA building.

The Board of Trustees will hold a public hearing, at its regularly scheduled meeting, to consider the formation of the ATEP Facilities Corporation auxiliary organization before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments with regard to the formation of the ATEP Facilities Corporation.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Authorization to Form ATEP Facilities Corporation

ACTION: Approval

BACKGROUND

Ownership and operation of the real estate assets held by the District at ATEP will require performance of various asset management functions to ensure efficient exercise of the District's rights and duties as: (i) owner (or ground lessee) of undeveloped parcels within ATEP, (ii) ground lessor pursuant to ground leases with commercial and educational occupants of ATEP, and (iii) the "Declarant" under the ATEP CC&Rs. In order to avoid an undue burden on the District's educational functions, District counsel has recommended formation of a California nonprofit public benefit corporation to manage business activities relating to the District's real estate assets at ATEP.

STATUS

As authorized by Education Code sections 72670 et. seq. and California Code of Regulations sections 59250 et. seq., the new nonprofit public benefit corporation named the ATEP Facilities Corporation will be formed as an auxiliary organization (the "Auxiliary") in accordance with the District's existing implementing regulations for auxiliary organizations. The proposed Articles of Incorporation and Bylaws of the Auxiliary are attached as EXHIBIT A and B respectively.

The Auxiliary's board of directors will be comprised of four (4) ex-officio directors (the vice-chancellor of business services, the executive director, fiscal services/ comptroller and the presidents of Irvine Valley College and Saddleback College) plus one additional director selected by the ex-officio directors. In compliance with the California Code of Regulations sections 59259(a) and (c), the Auxiliary will provide facilities management and related services to ATEP on the terms set forth in the Master Agreement (EXHIBIT C) and Asset Management Agreement (EXHIBIT D) to be entered into between the District and the Auxiliary.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve formation of the ATEP Facilities Corporation as an auxiliary organization of the District and authorize the Interim Chancellor or Vice Chancellor of Business Services to proceed with all actions reasonably necessary to form the Auxiliary. The Interim Chancellor further recommends approval of the Master Agreement and Asset Management Agreement setting the terms upon which the Auxiliary will provide services for the benefit of the District.

**ARTICLES OF INCORPORATION
OF
ATEP FACILITIES CORPORATION**

ARTICLE I

NAME

The name of this corporation is: ATEP Facilities Corporation.

ARTICLE II

CORPORATE PURPOSE

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

The specific purpose of this corporation is to promote public purposes of the South Orange County Community College District (the “District”) and to lessen the burdens of government by operating, maintaining, and managing the Advanced Technology and Education Park project located in Tustin, California for the benefit of the District.

ARTICLE III

INITIAL AGENT FOR SERVICE OF PROCESS

The name and address of the initial agent of this corporation for service of process is:

[_____]
28000 Marguerite Parkway
Mission Viejo, CA 92692

ARTICLE IV

CORPORATE ADDRESS

The initial mailing and street address of the corporation is:

28000 Marguerite Parkway
Mission Viejo, CA 92692

ARTICLE V

IRREVOCABLE DEDICATION AND DISSOLUTION

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. On the winding up and dissolution of this corporation, after paying or adequately providing for the debts, obligations, and liabilities of the corporation, the remaining assets of this corporation shall be distributed to the District or as otherwise directed by the District.

Sharon Woodard, Incorporator

**BYLAWS
OF
ATEP FACILITIES CORPORATION
a California Nonprofit Public Benefit Corporation**

**ARTICLE I
NAME AND OFFICES**

1.1 Name.

The name of this corporation is ATEP Facilities Corporation.

1.2 Principal Office.

The principal office for the transaction of the activities and affairs of the corporation is located at 28000 Marguerite Parkway, Mission Viejo, California. The board of directors may change the location of the principal office of the corporation to any place within the State of California.

1.3 Other Offices.

The board of directors may at any time establish branch or subordinate offices at any place the corporation is qualified to conduct its activities.

**ARTICLE II
PURPOSES AND LIMITATIONS**

2.1 General Purposes.

This corporation is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law for public purposes. This corporation is not organized for the private gain of any person.

2.2 Specific Purposes.

Within the context of the general purposes stated above, this corporation is organized and at all times hereafter shall be operated exclusively to provide assistance to the South Orange County Community College District (the “District”) by operating, maintaining, and managing the Advanced Technology and Education Park project located in Tustin, California for the benefit of the District.

2.3 Dissolution.

Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the District or as otherwise directed by the District.

ARTICLE III MEMBERSHIP

3.1 Corporation Without Members.

This corporation shall have no members within the meaning of the Nonprofit Corporation Law and shall be governed solely by its board of directors. Pursuant to Section 5310(b) of the California Corporations Code (the "Code"), an action which would otherwise require approval by a majority of all members shall only require the approval of the board of directors.

ARTICLE IV BOARD OF DIRECTORS

4.1 Number of Directors.

The authorized number of Directors shall be five (5) until changed by an amendment of these bylaws. The authorized board members shall include: (a) four (4) ex-officio directors (collectively, the "Category A Directors") who shall be (i) the Executive Director Fiscal Services/Comptroller, (ii) the District Vice Chancellor for Business Services, (iii) the president of Saddleback College, and (iv) the president of Irvine Valley College; and (b) one (1) director (the "Category B Director") selected by majority vote of the other four (4) directors. Notwithstanding the foregoing, should there be a vacancy in the remaining Category A Directors because of removal, death, resignation or otherwise, the Category A Directors may elect to fill said vacancy by appointing an additional Category B Director (the "Interim Category B Director") and the number of Category B Directors shall automatically be increased accordingly. If and when the corresponding office is filled at the District by a new officer, the new officer shall automatically be appointed to the board of directors as a Category A Director thereby replacing the Interim Category B Director. Collectively, the Category A Directors and the Category B Director(s) are herein referred to as the "board of directors".

4.2 General Powers.

(a) General Powers.

Subject to the provisions of the California Nonprofit Public Benefit Corporation Law and subject to any limitations in the articles of incorporation and these bylaws, the corporation's activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors. The board may delegate the management of the activities of the corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board.

(b) Specified Powers.

Without prejudice to such general powers, but subject to the same limitations, the board of directors shall have the power and authority to:

(1) Except as otherwise provided in these bylaws, approve any action which would otherwise be required to be approved by members if this corporation had members.

(2) Appoint and remove all officers, agents, and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with law, with the articles of incorporation or with these bylaws; fix their compensation; and require from them security for faithful service.

(3) Change the principal executive office or the principal business office in California from one location to another.

(4) Adopt, make and use a corporate seal and alter the form of such seal.

4.3 Appointment; Election; Term.

(a) Category A Directors. Successors to the Category A Directors shall assume the duties of a director effective immediately upon appointment to the respective District office identified in Section 4.1 of these bylaws and shall serve as a director during the full term of his or her employment unless he or she has resigned or been removed or his or her office has been declared vacant in the manner provided in these bylaws.

(b) Category B Director. The initial Category B Director shall be nominated and elected by a majority vote of the Category A Directors at the first meeting of the board of directors upon adoption of these bylaws. A Category B Director shall serve a two (2) year term, and may, if reappointed, serve consecutive terms. Any successor to a Category B Director shall be elected by a majority vote of the Category A Directors then in office at the annual meeting of the board of directors.

4.4 Voting.

Each member of the board of directors shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of this corporation.

4.5 Resignation of Directors.

Except as provided below, any director may resign from the board at any time by giving written notice to the president, secretary or chief financial officer of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the above, except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

4.6 Removal of Directors.

Category A Directors may only be removed if terminated for any reason from his or her office identified in Section 4.1 of these bylaws. Category B Directors may be removed without cause by a majority vote of the Category A Directors then in office.

4.7 Restrictions on Interested Persons as Directors.

Notwithstanding any other provision of this Article IV, no more than forty-nine percent (49%) of the persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the corporation.

4.8 Compensation of Directors.

Directors may not receive compensation for their services as directors, but may receive such reimbursement of expenses as may be fixed or determined by resolution of the board of directors.

4.9 Inspection by Directors.

Each director shall have the right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation for a purpose reasonably related to such person's interest as a director. The right of inspection includes the right to copy and make extracts of documents.

4.10 Vacancies.

A vacancy in a director position because of removal, death, resignation, or otherwise shall be filled in the same manner as the former occupant of the position was selected.

If a Category B Director was elected by approval of the board of directors and the number of directors then in office is less than a quorum, the vacancy may be filled by (a) the affirmative vote of a majority of Category A Directors then in office or (b) a sole remaining director.

**ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS**

5.1 General.

Notwithstanding any other provision in these bylaws to the contrary, all meetings of the board of directors shall be held in compliance with the requirements of the Ralph M. Brown Act (Gov. Code, §§ 54950, *et seq.*) (the "Government Code").

5.2 Place of Meetings.

Meetings of the board of directors shall be held at the principal office of this corporation unless another place is stated in the notice of the meeting, so long as the alternate location is within the boundaries of the District or otherwise in compliance with the Brown Act.

5.3 Annual Meeting.

The board of directors shall hold an annual meeting at such time as shall be fixed by the board of directors. At the annual meeting, Category B Directors shall be elected and any other proper business may be transacted.

5.4 Regular Meetings.

Other regular meetings of the board of directors shall be held at such time as shall from time to time be fixed by the board of directors; provided, however, that regular meetings shall be held at least once each calendar quarter.

5.5 Special Meetings.

Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairperson of the board, if any, the president, any vice president, the secretary, or a majority of directors in accordance with Section 54956 of the Government Code.

5.6 Notice of Meeting.

(a) Regular Meetings. Notice of all regular meetings of the board of directors shall be given at least seventy-two (72) hours before the regular meeting, and the board of directors shall post an agenda which contains a brief description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and place of the regular meeting, and shall be posted in a location that is freely accessible to the public. The agenda shall provide an opportunity for members of the public to directly address the board of directors on any item of interest to the public, before or during the board of directors' consideration of the item, that is within the subject matter jurisdiction of the board of directors.

(b) Special Meetings. Notice of all special meetings of the board of directors shall be given at least twenty-four (24) hours before the special meeting, and shall require delivery of written notice of the special meeting to each Director, and, to members of the media requesting notice in writing, at least twenty-four (24) hours before the time of the meeting. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed, and shall be posted at least twenty-four (24) hours prior to the meeting in a location that is freely accessible to the public. The written notice may be dispensed with as to any director who, at or prior to the time the meeting convenes, files with the secretary a written waiver of notice or who is actually present at the meeting when it convenes. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

5.7 Quorum and Manner of Acting.

A majority of the total number of directors in office shall constitute a quorum of the board of directors for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting at which a quorum is present shall be regarded as the act of the board of directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest,

(b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board of directors, and (d) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a director or directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

5.8 Adjournment and Notice of Adjourned Meeting.

Notwithstanding Section 5.7 of these bylaws, a majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty-four (24) hours. If the original meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

5.9 Telephonic Communication.

Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as (i) all such members participating in such meeting can hear one another, and (ii) the meeting otherwise is in compliance with the Brown Act, including but not limited to the requirements contained in Section 54953 of the Government Code. Participation in a meeting by this means constitutes presence in person at such meeting.

5.10 Minutes of Meetings and Conduct.

Regular minutes of the proceedings of the board of directors shall be kept in a book provided for that purpose. The board of directors may adopt its own rules of procedure insofar as such rules are not inconsistent with, or in conflict with, these bylaws, the articles of incorporation of the corporation or with the law.

ARTICLE VI OFFICERS

6.1 Officers.

The officers of the corporation shall be a president, a secretary, and a chief financial officer. The District Vice Chancellor for Business Services shall serve as the president of the corporation and the Executive Director Fiscal Services/Comptroller shall serve as the secretary and chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairperson of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of Section 6.3 of these bylaws. Any two or more offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairperson of the board.

6.2 Election.

The officers of the corporation, except such officers as may be automatically appointed in accordance with Section 6.1 of these bylaws or as otherwise appointed in accordance with the provisions of Section 6.3 of these bylaws, shall be elected by the board of directors and may be selected from the board of directors, and each shall serve for a one (1) year term at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

6.3 Other Officers.

The board of directors may appoint and may authorize the president or other officers to appoint such other officers as the business of the corporation may require, including an executive director to manage the day-to-day actions of the corporation. Each officer so appointed shall hold office for such period and have such authority and perform such duties as are provided in these bylaws or as the board of directors may from time to time determine.

6.4 Removal of Officers.

Any officer appointed by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the board of directors under Section 6.3 of these bylaws may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section and shall have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment.

6.5 Resignation of Officers.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice; and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

6.6 Vacancies in Office.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

6.7 Responsibilities of Officers.

(a) Chairperson of the Board.

The chairperson of the board, if such an officer be elected, shall, if present, preside at all meetings of the board of directors and exercise and perform such other powers and duties as may

be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairperson of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties of the president as prescribed in these bylaws.

(b) President/Chief Executive Officer.

Subject to such supervisory powers, if any, as may be given by the board of directors to the chairperson of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the activities and the officers of the corporation. He or she shall preside, in the absence of the chairperson of the board or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the board of directors or these bylaws.

(c) Vice President.

In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president. When so acting, a vice president shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws, the president or the chairperson of the board.

(d) Secretary.

(1) Minutes.

The secretary shall keep or cause to be kept, at the principal executive office or such other place as the board of directors may order, a book of minutes of all meetings, proceedings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place the meeting was held; whether it was annual, regular or special; if special, how it was called or authorized; the names of those present at board and committee meetings; and an accurate account of the proceedings. If the secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. The secretary shall keep or cause to be kept, at the principal office in California, a copy of the articles of incorporation and bylaws, as amended to date.

(2) Notices, Seal, and Other Duties.

The secretary shall give, or cause to be given, notice of all meetings of the members, the board of directors and committees of the board of directors required by these bylaws to be given. In case of the absence or disability of the secretary, or his or her refusal or neglect to act, such notices may be provided by the president, or by the vice president, if any, or by any person authorized by the president or by any vice president, or by the board of directors. The secretary shall keep the

corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or the bylaws may prescribe.

(e) Chief Financial Officer.

(1) Books of Account.

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of the properties and transactions of the corporation. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws or by the board. The books of account shall at all reasonable times be open to inspection by any director.

(2) Deposit and Disbursement of Money.

The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws. If so required by the board of directors, the chief financial officer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the board of directors shall deem appropriate. The chief financial officer shall submit such annual reports to the board of directors as required by law or as directed by the board of directors.

ARTICLE VII INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER AGENTS

7.1 Right of Indemnity.

To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in Section 5238(a) of the Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in these bylaws, shall have the same meaning as in Section 5238(a) of the Code.

7.2 Approval of Indemnity.

On written request to the board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the Code, the board shall promptly determine under Section 5238(e) of the Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met and, if so, the board shall authorize indemnification.

7.3 Advancement of Expenses.

To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

7.4 Insurance.

The board shall have the right to authorize and direct the officers of the corporation to cause the corporation to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's employee's or agent's status as such.

ARTICLE VIII RECORDS AND REPORTS

8.1 Maintenance of Corporate Records.

The board of directors shall cause the appropriate officers of the corporation to keep:

- (a) Adequate and correct books and records of account;
- (b) Written minutes of the proceedings of the board and committees of the board; and
- (c) A record of each director's name and address.

8.2 Maintenance and Inspection of Articles and Bylaws.

The secretary shall keep at the corporation's principal office the original or a copy of the articles of incorporation and bylaws as amended to date.

8.3 Annual Audit

The board of directors shall cause an annual fiscal audit of the corporation to be conducted by a certified public accountant. This annual audit may, but need not, be conducted as part of a fiscal audit of the District. The annual audit will include a review of the internal control structure of the corporation. The auditors will also issue a separate report of findings, if there are findings noted during the review of internal control and performance of audit procedures. Such report will also include recommendations related to those findings. Copies of the annual audit report and management letter comments shall be submitted to the District within thirty (30) days after it is received by the corporation. The corporation shall annually publish the audited statement of its financial condition. The statement shall be disseminated as widely as feasible and be available to any person on request and in accordance with the publication. A reasonable fee may be charged to cover the costs of providing such copies.

8.4 Annual Report.

The board of directors shall cause an annual report to be sent to directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail, for the fiscal year:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes;
- (d) The expenses or disbursements of the corporation for both general and restricted purposes; and
- (e) Any other information required by these bylaws.

If the income statements and balance sheets referred to in this section have not been audited, they shall be accompanied by the report of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished to any director who requests it in writing.

8.5 Annual Statement of Certain Transactions and Indemnifications.

As part of the annual report to all directors in accordance with Section 8.4 of these bylaws, the board shall cause to be prepared and mailed or delivered therewith to each director a statement of any transaction or indemnification of the following kind:

- (a) Any transaction (i) in which the corporation or its parent or subsidiary was a party, (ii) in which an "interested person" has a direct or indirect material financial interest, and (iii) which involved more than \$50,000, or was one of a number of transactions with the same interested person involving, in the aggregate, more than \$50,000.
- (b) The names of any "interested persons" involved in such transactions, stating such person's relationship to the corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.
- (c) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Article VII of these bylaws, unless that indemnification has already been approved by the directors under Section 5238(e) of the Code.

For this purpose, an “interested person” is any director or officer of the corporation, its parent or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest; provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE IX GENERAL CORPORATE MATTERS

9.1 Checks, Drafts, Evidences of Indebtedness.

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation shall be signed or endorsed by the chief financial officer and the president, or such other officers of the corporation, and in such manner, as shall be determined by resolution of the board of directors.

9.2 Contracts.

The board of directors, except as the bylaws otherwise provided, may authorize any officer or officers or agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to one or more specific matters. Unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

9.3 Loans and Borrowing.

The board of directors shall not cause the corporation to make any loan of money or property to or guarantee the obligation of any director or officer unless approved by the Attorney General. No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors.

9.4 Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

9.5 Gifts.

The board of directors may at their discretion accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any specific purpose of the corporation.

ARTICLE X MISCELLANEOUS

10.1 Fiscal Year.

The fiscal year of the corporation shall end on June 30 in each year unless otherwise determined by resolution of the board of directors.

10.2 Rules.

The board of directors may adopt, amend, or repeal rules not inconsistent with these bylaws for the management of the internal affairs of the corporation and the governance of its officers, agents, committees, and employees.

10.3 Corporate Seal.

The board of directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "*California*".

10.4 Waiver of Notice.

Whenever any notices are required to be given under the provisions of the Nonprofit Corporation Act of the State of California, or under the provisions of the articles of incorporation of the corporation, or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether dated before or after the time such notices are required to be given, to the extent permitted by law, shall be deemed equivalent to the giving of such notice.

ARTICLE XI AMENDMENT TO BYLAWS

11.1 Amendment to Bylaws.

These bylaws may be amended at any regular meeting of the board of directors by a majority vote of the board of directors; provided, however, that if any provision of these bylaws requires the vote of a larger proportion of the board than is otherwise required by law, that provision may not be altered, amended, or repealed except by that greater vote.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of ATEP Facilities Corporation, a California nonprofit public benefit corporation.

2. The bylaws to which this certificate is attached, comprising thirteen (13) pages, constitute the bylaws of such corporation as duly adopted by the board of directors on _____, 2018.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: _____, 2018

_____, Secretary

MASTER AGREEMENT
BY AND BETWEEN
ATEP FACILITIES CORPORATION
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS MASTER AGREEMENT (the “Agreement”) is entered into as of this __th day of _____, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (the “District”), and the ATEP FACILITIES CORPORATION (the “Facilities Corporation”), a California nonprofit public benefit corporation.

RECITALS

- A. The District and the Facilities Corporation desire to enter into this Agreement to set forth the terms of the relationship between the District and the Facilities Corporation, an auxiliary organization of the District pursuant to Education Code Section 72670 et seq. and Section 59250 et seq. of Title 5 of the California Code of Regulations.
- B. As required by Education Code Section 72670 et. seq., the Board of Trustees of the District has adopted implementing regulations for auxiliary organizations which require that all auxiliary organizations enter into a written agreement with the District.
- C. The District and the Facilities Corporation desire to enter into this Agreement in accordance with the District’s implementing regulations regarding auxiliary organizations.

AGREEMENT

NOW, THEREFORE, the parties covenant and agree as follows:

ARTICLE I

FACILITIES CORPORATION PURPOSES AND FUNCTIONS

Section 1.1. Statement Regarding Use of Facilities Corporation. The administration by the Facilities Corporation of the functions and activities described in this Agreement, instead of administration by and through the District, is deemed to be more effective in accomplishing such functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures.

Section 1.2. Facilities Corporation Functions. The Facilities Corporation will be providing services and performing functions relating to the operations, leasing, maintenance, and management of the District's facilities and properties. Other services, programs, functions or activities may be provided by the Facilities Corporation if such services are authorized and approved by the Board of Governors of the California Community Colleges and the Board of Trustees of the District.

Section 1.3. Covenant to Maintain Existence. During the term of this Agreement, the Facilities Corporation agrees to maintain its existence and to operate in accordance with this Agreement and with Education Code section 72670 et. seq. and section 59250 et. seq. of Title 5 of the California Code of Regulations, as well as with District policy and the implementing regulations for auxiliary organizations adopted by the District.

ARTICLE II

ANNUAL AUDITS AND PROFESSIONAL SERVICES

Section 2.1. Attorney and Accountant Services. The board of directors of the Facilities Corporation shall have the benefit of the advice and counsel of at least one attorney admitted to practice law in California and at least one licensed certified public accountant. Neither the attorney nor the certified public accountant need be members of the board of directors of the Facilities Corporation.

Section 2.2. Annual Audit. The board of directors of the Facilities Corporation shall cause an annual fiscal audit of the Facilities Corporation to be conducted by a certified public accountant. This annual audit may, but need not, be conducted as part of a fiscal audit of the District. The annual audit will include a review of the internal control structure. The auditors will also issue a separate report of findings, if there are findings noted during the review of internal control and performance of audit procedures. Such report will also include recommendations related to those findings. Copies of the annual audit report and management letter comments shall be submitted to the District within thirty (30) days after it is received by the Facilities Corporation. The Facilities Corporation shall annually publish the audited statement of its financial condition. The statement shall be disseminated as widely as feasible and be available to any person on request. A reasonable fee may be charged to cover the costs of providing such copies.

Section 2.3. Annual Budget. The Facilities Corporation shall also prepare for the District an annual budget of its revenues and expenses. This report shall be provided to the District prior to the beginning of each Facilities Corporation fiscal year.

Section 2.4. Facilities Corporation Records. The Facilities Corporation shall keep and maintain records and accounts of its operations, financial status and program expenditures for a period of not less than five (5) years following each budget period. Such records and reports may be maintained in the District office, subject to the terms of Article III of this Agreement. Such records and reports shall cover all activities of the Facilities Corporation whether pursuant to this Agreement or otherwise. The District shall have the right to inspect and audit such records and accounts during and/or following the close of any Facilities Corporation fiscal year

following reasonable notification to the Facilities Corporation. The District shall also have the right to take custody of all records generated by the Facilities Corporation in any way relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement. The rights and obligations provided in this Section shall survive the termination of this Agreement.

Section 2.5. Annual Statement of Benefits. The Facilities Corporation shall provide the District with an annual statement describing the benefits and services of the Facilities Corporation to the District. This report shall be presented to the Board of Trustees of the District no later than 120 days following the close of the Facilities Corporation's fiscal year.

ARTICLE III

USE OF DISTRICT FACILITIES

Section 3.1. Use of District Facilities. Upon request by the Facilities Corporation, the District shall authorize in its reasonable discretion the Facilities Corporation, separately or jointly with the District, to occupy, operate and use District facilities and property to accomplish the purposes of this Agreement. It is understood and agreed that District officers, employees and agents shall have the right to enter any such facilities or any part thereof at any time for the purpose of examination or supervision. The Facilities Corporation's use of District facilities and property does not establish a landlord/tenant relationship between the District and the Facilities Corporation, unless such a relationship is otherwise established by a separate written agreement entered into between the District and the Facilities Corporation.

Section 3.2. Charge or Rental. As of the date of this Agreement, the Facilities Corporation does not use or occupy any District facilities or property. Should the Facilities Corporation subsequently use and/or occupy any District facilities or property, the parties shall amend this Section 3.2, in accordance with Section 6.5 below, to incorporate the corresponding charge or rental for the use and/or occupation of such facilities or property. The parties acknowledge that the rent the Facilities Corporation agrees to pay to the District in such event may be for less than fair rental value to the extent permitted by Section 81440(b) of the Education Code.

Section 3.3. Use of Facilities. The Facilities Corporation shall only use the facilities and property of the District for those services and functions that are consistent with this Agreement and consistent with the policies, rules and regulations which have been or may be adopted by the Board of Trustees of the District.

Section 3.4. District Right to Terminate. The right to use any of the District facilities or property granted hereunder shall cease upon written notice by the District that the facilities or property are needed for the exclusive use of the District.

Section 3.5. Maintenance and Operating Expenses. The Facilities Corporation agrees that it shall keep and maintain all utilized facilities and property in a clean and orderly condition and shall, at its own expense, at reasonably frequent intervals and in a lawful manner dispose of all waste from such facilities and property. The Facilities Corporation further agrees that it shall keep all such facilities and property in good repair.

Section 3.6. Third Party Agreements By Facilities Corporation. The Facilities Corporation shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District, except for those contracts entered into in connection with or as otherwise required by that certain Asset Management Agreement by and between the Facilities Corporation and the District (the “AMA”). The Facilities Corporation has no authority to bind the District, by contract or otherwise, in any amount, unless specifically authorized under the AMA.

Section 3.7 Indemnification. The Facilities Corporation agrees to indemnify, defend and hold harmless the District, its officers, agents, and employees from any and all loss, damage or liability that may be suffered or incurred by the District, its officers, agents and employees, caused by, arising out of, or in any way connected with the use of any of such facilities by the Facilities Corporation in connection with this Agreement; provided that the loss, damage or liability does not arise from the intentional or negligent acts or omissions of the District, its officers, agents or employees.

Section 3.8. Signs, Fixtures and Equipment. During the term of this Agreement, the Facilities Corporation shall have the right to erect, place and attach fixtures, signs and equipment in or upon facilities as authorized by the Chancellor of the District or designee in writing as to number, size and location. Fixtures, signs or equipment so erected, placed or attached by the Facilities Corporation shall be and shall remain the property of the Facilities Corporation and shall be removed therefrom by the Facilities Corporation upon the termination of this Agreement or written direction of the Chancellor of the District or designee.

Section 3.9. Restoration. Upon termination of this Agreement, the District shall have the option to require the Facilities Corporation, at the Facilities Corporation’s expense and risk, to restore all such facilities as nearly as possible to the condition existing prior to the execution of this Agreement; provided, however, that if the Facilities Corporation shall fail to do so within ninety (90) days after the District exercises such option, the District may restore the property at the expense of the Facilities Corporation; and all costs and expenses of such restoration shall be paid by the Facilities Corporation upon demand of the District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.

Section 3.10. Survival of Rights. The rights and obligations provided in this Article shall survive the termination of this Agreement.

ARTICLE IV

REIMBURSEMENT OF DISTRICT COSTS

Section 4.1. Reimbursement for Services of District Employees. The Facilities Corporation shall monetarily reimburse the District for the District’s direct compensation and employee benefit expenditures for any services performed by District employees in support of the Facilities Corporation. The District shall provide the Facilities Corporation with a monthly invoice for the amount of such expenditures. The Facilities Corporation shall pay such invoice

within thirty days of the Facilities Corporation's receipt of the invoice by the delivery to the District of a check for the amount of the invoice.

Section 4.2. Reimbursement for District Expenditures. In addition to the reimbursement provided under section 4.1, the Facilities Corporation shall reimburse the District for other expenditures incurred by the District as a result of the Facilities Corporation's activities. The Facilities Corporation's reimbursement of the costs under this Section 4.2 may be in the form of non-monetary benefits provided by the Facilities Corporation to the District to the extent authorized by Section 59257(j)(6) of the Title 5 Regulations and California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998). The District shall annually invoice the Facilities Corporation for such expenditures, indicating items charged and the method of determining costs. The reimbursement shall be computed on a simple but equitable basis and shall be made by the Facilities Corporation within thirty (30) days of receipt of the invoice. The Facilities Corporation may provide reimbursement under this section either by making monetary reimbursement and, to the extent authorized by the Title 5 Regulations and California Attorney General Opinion 81 Ops. Atty. Gen. 111 (1998), or by providing a statement of the in-kind contributions or benefits provided to the District by the Facilities Corporation, as may be agreed upon between the District and the Facilities Corporation. Notwithstanding the foregoing, no more than fifty percent (50%) of the reimbursement may be made in the form of non-monetary benefits that the Facilities Corporation provides to the District, and the District shall assign a good-faith reimbursement value to such non-monetary benefits.

Section 4.3. Indirect Costs Relating to Federal Programs. If the Facilities Corporation administers a federally-sponsored program, it shall reimburse the District for indirect costs associated with the performance of services by District for the Facilities Corporation relating to the federally-sponsored project. Such reimbursement shall take into consideration the District's federal indirect cost rate and the approved indirect cost allocation, if any, of the federal program award. In the event that the District's federal indirect cost rate has not been determined, the District's Chancellor or designee shall determine and specify such costs and the amount thereof. All such reimbursements shall be made by the Facilities Corporation within thirty (30) days of receipt of an invoice with a determination of such costs.

ARTICLE V

DISPOSITION OF FACILITIES CORPORATION ASSETS

Section 5.1. Approval of Expenditures. The board of directors of the Facilities Corporation shall approve all expenditures and fund appropriations of the Facilities Corporation. Appropriations of funds for use outside the normal business operations of the Facilities Corporation shall be approved in accordance with policy and further consistent regulations adopted by the Board of Trustees.

Section 5.2. Disposition of Net Earnings. Net earnings derived from the operations of the Facilities Corporation, if any, shall be used solely to benefit the District, its facilities and its students or used for reserves as established by the board of directors of the Facilities Corporation.

Section 5.3. Disposition of Assets Upon Dissolution. Upon dissolution of the Facilities Corporation or the cessation of its operations under this Agreement, its assets remaining after payment, or provisions for payment, of all debts and liabilities shall be distributed to the District or as otherwise directed by the District.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Term of Agreement. The term of this Agreement shall be five (5) years beginning on the date of this Agreement, unless sooner terminated as herein provided; provided, however, that this Agreement shall be renewed automatically for subsequent annual periods, unless either party notifies the other party in writing not later than sixty (60) days prior to any renewal date of its intention not to renew. In any event of termination, the provisions of Section 5.4 of Article V of this Agreement (concerning the distribution of assets upon dissolution) shall survive such termination.

Section 6.2. Termination. Either party may terminate this Agreement on sixty (60) days written notice to the other party if the party to whom such notice is given is in material breach of this Agreement. The party claiming the right to terminate hereunder shall set forth in such notice the facts underlying its claim that the other party is in breach of this Agreement. Remedy of such breach within thirty (30) days of the receipt of such notice or as otherwise agreed to in writing by the parties shall prevent the termination of the Agreement.

Section 6.3. Termination in Event of Facilities Corporation's Loss of Auxiliary Organization Good Standing. If and when the Chancellor or other designee of the District has reason to believe that the Facilities Corporation should be removed from the District's list of auxiliary organizations which are in good standing (the "Good Standing List"), that person shall give the Facilities Corporation's board of directors reasonable notice that a conference will be held to determine whether grounds for removal of the Facilities Corporation from the Good Standing List do in fact exist. Representatives of the Facilities Corporation's board of directors shall be entitled to be present at such conference and to be heard. Based upon such conference, the Chancellor or such other District designee shall recommend to the District Board of Trustees whether the Facilities Corporation should be removed from the Good Standing List, after which the District Board of Trustees, in its sole discretion, may remove the Facilities Corporation from said Good Standing List. Notwithstanding the terms of section 6.2, above, this Agreement shall immediately terminate on the Facilities Corporation's removal from the Good Standing List. In the event that the Facilities Corporation is removed from the Good Standing List, the Facilities Corporation shall promptly wind up its affairs and dissolve.

Section 6.4. Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations occurring prior to the date of such termination; and (2) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement, including but not limited to those set forth in this Section. Upon termination or expiration of this Agreement, the Facilities Corporation shall within thirty (30) days of such termination or expiration (1) vacate any District facilities and/or real property the Facilities Corporation is occupying; (2) return all District equipment and

supplies to the District; (3) transfer all documents and records in its possession relating to its administration of the services, programs, functions or activities described in Section 1.2 of Article I of this Agreement to the District; and (4) perform all other obligations required of the Facilities Corporation under the terms of this Agreement.

Section 6.5. Non-Assignability; Amendment. This Agreement, either in whole or in part, is not assignable by the Facilities Corporation. This Agreement may not be altered or modified except by a writing signed by the parties.

Section 6.6. Notices. Any notice, request, information or other document to be given hereunder to any party by any other party shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to District:

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE
DISTRICT

28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: _____

If to Facilities Corporation:

ATEP FACILITIES CORPORATION

28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: _____

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 6.7. Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction on any of the provisions of this Agreement.

Section 6.8. No Waiver. A party's failure to insist on the strict performance of any covenant or duty required by this Agreement, or to pursue any remedy under this Agreement, shall not constitute a waiver of the breach or the remedy.

Section 6.9. Governing Law. The agreement shall be governed by and construed according to the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date set forth above.

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____
_____, _____

ATEP FACILITIES CORPORATION

By: _____
_____, _____

ADVANCED TECHNOLOGY EDUCATION PARK (ATEP)

ASSET MANAGEMENT AGREEMENT

between

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

and

ATEP FACILITIES CORPORATION, INC.

_____, 2018

TABLE OF CONTENTS

| | Page |
|--|------|
| 1. Appointment of Asset Manager | 2 |
| 2. Term | 2 |
| 3. Asset Management | 2 |
| 3.1 General | 2 |
| 3.2 No Partnership | 3 |
| 4. Asset Manager's Specific Duties | 3 |
| 4.1 Tenants | 3 |
| 4.2 Project Operator | 3 |
| 4.3 Retained Property | 4 |
| 5. Authority of Asset Manager | 4 |
| 5.1 Limitations on Authority | 4 |
| 5.2 Additional Limitations | 5 |
| 5.3 Policies and Directives | 5 |
| 6. Property Management Agreements; Contracts | 5 |
| 6.1 Property Managers | 5 |
| 6.2 Other Contracts | 5 |
| 6.3 Asset Manager Relationship | 5 |
| 6.4 Costs and Expenses | 6 |
| 7. Relations with Governmental Authorities | 6 |
| 7.1 Project Common Area | 6 |
| 7.2 Retained Property | 6 |
| 7.3 Exception | 6 |
| 8. Compliance with Laws | 6 |
| 8.1 Governmental Requirements | 6 |
| 8.2 Notices | 7 |
| 9. Bank Accounts | 7 |
| 9.1 Project Account | 7 |
| 9.2 Operating Account | 7 |

TABLE OF CONTENTS

(continued)

| | Page |
|--|-------------|
| 10. Financial Reporting and Record Keeping..... | 8 |
| 10.1 Books of Accounts..... | 8 |
| 10.2 Financial Reports | 8 |
| 11. Right to Audit | 9 |
| 12. Payments of Expenses..... | 9 |
| 12.1 Costs Eligible for Payment from Project Account..... | 9 |
| 12.2 Costs Eligible for Payment from Operating Account | 9 |
| 12.3 Reimbursed Expenses | 9 |
| 12.4 Operating Account Deficiency | 9 |
| 13. Compensation and Expenses..... | 10 |
| 13.1 No Compensation..... | 10 |
| 13.2 Administrative Expenses | 10 |
| 14. Termination..... | 10 |
| 14.1 Parties' Right to Terminate..... | 10 |
| 14.2 Final Accounting..... | 10 |
| 14.3 Continued Services | 11 |
| 14.4 No Release | 11 |
| 15. Insurance..... | 11 |
| 15.1 SOCCCD's Insurance Coverage..... | 11 |
| 15.2 Asset Manager's Insurance Coverage..... | 12 |
| 15.3 Property Managers' Insurance | 12 |
| 15.4 Notices of Cancellation..... | 13 |
| 16. Conflicts..... | 13 |
| 17. Notices | 13 |
| 18. Miscellaneous | 13 |
| 18.1 Assignment | 13 |
| 18.2 Entire Agreement; Modification | 14 |
| 18.3 Governing Law; Venue..... | 14 |
| 18.4 Representations | 14 |
| 18.5 Indemnification by Asset Manager | 14 |

TABLE OF CONTENTS
(continued)

| | Page |
|--|-------------|
| 18.6 Indemnification by SOCCCD | 14 |
| 18.7 Severability | 15 |
| 18.8 No Waiver | 15 |
| 18.9 Attorneys' Fees | 15 |
| 18.10 No Third Party Beneficiaries | 16 |
| 18.11 Construction | 16 |
| 18.12 Headings | 16 |
| 18.13 Non-Discrimination | 16 |
| 18.14 Further Assurances..... | 16 |
| 18.15 Counterparts | 16 |

ADVANCED TECHNOLOGY EDUCATION PARK (ATEP)

ASSET MANAGEMENT AGREEMENT

This **ASSET MANAGEMENT AGREEMENT** (this “**Agreement**”) is dated for identification purposes only as of _____, 2018, and is entered into by and between the **South Orange County Community College District (“SOCCCD”)**, a public agency and **ATEP Facilities Corporation, Inc.** a California corporation (the “**Asset Manager**”).

RECITALS

A. SOCCCD is in the process of developing a mixed use educational and commercial project on land in the City of Tustin (the “**City**”), which land was acquired and is to be acquired from the City and which land was formerly occupied by the United States Marine Corps Air Station, Tustin.

B. Such project is formally known as the “Advanced Technology & Education Park” and is hereinafter referred to as “**ATEP**.”

C. The land on which ATEP will be developed is coextensive with the land designated from time to time as the “**SOCCCD Property**” in that certain Development Agreement and Amended and Restated Agreement between the City and SOCCCD for the Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus dated May 22, 2013, and recorded in the Official Records of Orange County, California (the “**Official Records**”), on May 23, 2013, as Instrument No. 2013000312295, as amended by Amendment No. 1 to Development Agreement dated May 22, 2013 recorded on May 23, 2013, in the Official Records as Instrument No. 2013000312295 and re-recorded on August 7, 2014 as Instrument No. 2014000318112 (as the same may be further amended, modified or restated from time to time, the “**Development Agreement**”).

D. SOCCCD intends to create legal parcels under the California Subdivision Map Act (California Government Code Section 66410 *et seq.*) of portions of the SOCCCD Property either by obtaining Certificates of Compliance from the City or by processing one or more subdivision maps with the City. Each such legal parcel is hereinafter called a “**Parcel**,” and such legal parcels are hereinafter collectively called the “**Parcels**”).

E. SOCCCD has imposed a Declaration of Covenants Conditions and Restrictions for Advanced Technology & Education Park (the “**CC&Rs**”) on a portion of the SOCCCD Property, which were recorded in the Official Records on _____, 20__, as Instrument No. _____.

F. SOCCCD intends to annex the remainder of the SOCCCD Property to the CC&Rs as ATEP is developed.

G. SOCCCD intends to construct streets, sidewalks, landscaping, street lighting, traffic control measures and other improvements which are defined as the **“Project Common Area”** under the CC&Rs.

H. SOCCCD intends that at least two of the Parcels (the **“District Parcels”**) will be used for its own purposes; i.e., one for a building to house programs of Irvine Valley College and one for a building to house programs of Saddleback College.

I. SOCCCD intends to enter into ground leases or subleases (each, a **“Lease”**) of the remaining Parcels to tenants (hereinafter and in the CC&Rs defined as **“Tenants”**) for either educational or commercial purposes.

J. It is anticipated that the Tenants will construct buildings which will be occupied by the Tenants’ employees, invitees or subtenants, who are hereinafter and in the CC&Rs called **“Project Occupants.”**

K. ATEP will be developed over a considerable period of time and all SOCCCD Property which, from time to time, is neither (a) Project Common Area, nor (b) a District Parcel, nor (c) subject to an effective Lease with a Tenant is hereinafter called the **“Retained Property.”**

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. **Appointment of Asset Manager.** SOCCCD hereby appoints Asset Manager as its exclusive asset manager for ATEP with the responsibilities and upon the terms and conditions set forth in this Agreement, and Asset Manager hereby accepts such appointment.
2. **Term.** Asset Manager’s authority and obligations hereunder shall commence on _____ (the **“Commencement Date”**) and shall continue thereafter for an initial term of one (1) year unless earlier terminated in accordance with provisions of Section 14 below. This Agreement shall automatically renew and continue in full force and effect for successive periods of one year each, unless either party elects to terminate this Agreement by giving written notice within thirty (30) days prior to the end of any term.
3. **Asset Management.**
 - 3.1 **General.** Asset Manager shall (i) supervise the relationship of SOCCCD with the Tenants at ATEP, (ii) act as the **“Project Operator”** as that term is defined in the CC&Rs and (iii) preserve, protect and manage the Retained Property on behalf of SOCCCD in an efficient, economic, diligent and professional manner, all as more fully provided below. Subject to the provisions of this Agreement, Asset Manager shall manage all affairs involving ATEP, shall engage and oversee one or more

Property Managers (as defined below) as well as other contractors and consultants to perform its obligations hereunder, and shall make all decisions that do not require the consent or approval of SOCCCD pursuant to this Agreement.

3.2 No Partnership. SOCCCD and Asset Manager do not intend to form a joint venture, partnership or similar relationship. Nothing in this Agreement shall cause Asset Manager and SOCCCD to be joint venturers or partners of one another, and neither shall have the power to bind or obligate the other party except as expressly provided in this Agreement. This Agreement and the authority granted to Asset Manager herein shall be subject to the terms, conditions and restrictions of this Agreement.

4. Asset Manager's Specific Duties. The duties of Asset Manager are more specifically set forth below:

4.1 Tenants. Asset Manager shall be responsible for the relationship between SOCCCD and all Tenants at ATEP, subject to the limitations on Asset Manager's authority set forth below. Such responsibilities shall include the following:

4.1.1 Rents. Asset Manager shall assure that rents are paid when due. Asset Manager shall take such enforcement steps as Asset Manager may determine in its reasonable business judgment are appropriate, including, without limitation, evictions, recovery of rents and claims for damages. Asset Manager shall supervise the collection of rents and their deposit in such Bank Account (as hereinafter defined) as SOCCCD may specify. Asset Manager shall cause to be made appropriate adjustments in rent under the terms of each of the Leases and the calculation of additional rent payments due under each Lease. All revenues from ATEP shall be the property of SOCCCD and checks payable for rents and related fees shall be made payable to SOCCCD.

4.1.2 Lease Obligations. Asset Manager shall assure that Tenants abide by all obligations set forth in their respective Leases and shall take such enforcement steps against Tenants as Asset Manager may determine in its reasonable business judgment.

4.1.3 Notices. Asset Manager also shall deliver written notice to SOCCCD within a reasonable time after its receipt of any written notice from any Tenant which claims that SOCCCD or Asset Manager is in material default of any obligation, regulation or statute pertaining to such Tenant.

4.2 Project Operator. Asset Manager shall assume all responsibilities of the "Project Operator" under the CC&Rs, and shall discharge in a commercially reasonable manner all duties incumbent on the Project Operator, including without limitation the following:

4.2.1 Calculation of Assessments. Asset Manager shall assure that assessments imposed on each Parcel are calculated from time to time as provided in the CC&Rs and remain in compliance with the CC&Rs.

4.2.2 Collection of Assessments and Fines. Asset Manager shall assure that all assessments, fees and fines are collected when due and deposited in such Bank Account as SOCCCD may designate. All Assessments and fines shall be the property of SOCCCD and checks payable for assessments or fines shall be made payable to SOCCCD.

4.2.3 Rules and Regulations. Asset Manager shall assure that all Project Occupants of ATEP shall abide by all applicable provisions of the CC&Rs and the Rules and Regulations promulgated thereunder.

4.2.4 Project Common Area. Asset Manager shall be responsible for the maintenance and operation of all “**Project Common Area**” as identified from time to time in the CC&Rs. Asset Manager shall assure that all improvements to the Project Common Area are kept in good condition and repair and in compliance with all applicable governmental requirements. Asset Manager shall monitor and oversee the completion of such repairs as may be required and shall generally cause to be done or performed all things reasonably necessary, required or desirable for the proper and efficient management, operation and maintenance of the Project Common Area.

4.2.5 Improvements to Project Common Area. Asset Manager, in its capacity as Project Operator, shall monitor and oversee construction of improvements to the Project Common Area.

4.2.6 Traffic. As Project Operator, Asset Manager shall be responsible to assure that traffic within ATEP is properly managed and shall have the obligation and the authority to enforce the traffic rules and regulations promulgated under the CC&Rs.

4.2.7 Parking. In the event that parking lots or parking structures are included in the Project Common Area, Asset Manager shall cause the same to be managed in accordance with standards customary for commercial real estate projects in Orange County similar to ATEP.

4.3 Retained Property. Asset Manager shall keep the Retained Property in good, sanitary and presentable condition and shall cause adequate security measures to be undertaken with respect to the same.

5. Authority of Asset Manager.

5.1 Limitations on Authority. Notwithstanding anything to the contrary herein, Asset Manager shall have no authority, without the express written consent of SOCCCD, to:

- 5.1.1 Property Management Agreements.** Enter into any agreement with a third party (each, a “**Property Manager**”) to perform, or consult with respect to, any of Asset Manager’s duties that do not meet the criteria set forth in Section 6 below.
- 5.1.2 Leases.** Negotiate, enter into or modify any Lease;
- 5.1.3 Sales; Options.** Enter into any agreement to sell or convey any interest in any of the real property in ATEP or grant any options to sell or convey any interest in any of such property;
- 5.1.4 Borrowing.** Borrow funds on behalf of SOCCCD or enter into any loan agreement binding on SOCCCD;
- 5.1.5 Encumbrances.** Encumber any of the SOCCCD Property, or
- 5.1.6 Easements.** Grant any interest in any of the SOCCCD Property, including the grant of any utility easements.
- 5.2 Additional Limitations.** SOCCCD shall have the right to impose additional limitations on Asset Manager’s Authority from time to time by giving written notice thereof to Asset Manager.
- 5.3 Policies and Directives.** Asset Manager’s authority hereunder shall be subject to such policies and directives as SOCCCD may from time to time announce by written notice to Asset Manager.

6. Property Management Agreements; Contracts.

- 6.1 Property Managers.** It is contemplated that Asset Manager, in its discretion, will engage one or more Property Managers to perform Asset Manager’s duties under this Agreement. Any agreement with a Property Manager providing for compensation in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) shall require the prior written consent of SOCCCD.
- 6.2 Other Contracts.** Asset Manager may enter into contracts and agreements binding upon SOCCCD in the ordinary course of management, operation, maintenance and servicing of the SOCCCD Property pursuant to this Agreement, such as, for example involving the provision of utility, maintenance or other services or the furnishings of services to Tenants (collectively, “**Service Contracts**”). Any Service Contracts involving an obligation of the District in excess of Fifty Thousand and no/100 Dollars (\$50,000.00) shall require the prior written approval of SOCCCD.
- 6.3 Asset Manager Relationship.** Subject to the provisions of this Agreement regarding Asset Manager’s authority, Asset Manager may hire, contract for, discharge and supervise all Property Managers and all counterparties under Service

Contracts. All Property Managers and counterparties under Service Contracts shall be independent contractors.

6.4 Costs and Expenses. The costs and expenses incurred in connection with all such agreements with Property Managers and all Service Contracts shall be deemed an expense incurred in connection with ATEP, and funds to cover such costs and expenses may be withdrawn by Asset Manager from the Operating Account (as defined in Section 9.2 below).

6.5 Information. Asset Manager shall keep SOCCCD informed as to the existence of any agreement with a Property Manager and of all Service Contracts and of their basic terms, including duration and compensation, and shall furnish a copy of such agreements upon request of SOCCCD.

7. Relations with Governmental Authorities.

7.1 Project Common Area. Asset Manager, in its capacity as Project Operator, shall be responsible for making applications to governmental authorities for any required permits and shall be the “permittee” for such purposes. As such, Asset Manager will be the party against which any fines or penalties imposed by governmental authorities under such applications shall be assessed. Except as set forth below, any fines or other penalties that may be assessed against Asset Manager as the permittee shall be deemed an expense payable out of the Project Account (as defined in Section 9.1 below).

7.2 Retained Property. Asset Manager shall be the “permittee” for any permit applications relating to the Retained Property. As such, Asset Manager shall be the party against which any fines or penalties imposed by governmental authorities under such applications shall be assessed. Except as set forth below, any such penalties shall be deemed expenses of SOCCCD, and SOCCCD shall cause Asset Manager to be reimbursed for such expenses out of the Operating Account (as defined in Section 9.2 below).

7.3 Exception. Notwithstanding the foregoing provisions of Sections 7.1 and 7.2 above, any fines or penalties assessed against Asset Manager arising out of any breach by Asset Manager of the terms hereof or any gross negligence or willful misconduct by Asset Manager shall not be reimbursed by SOCCCD and shall be the sole responsibility of Asset Manager.

8. Compliance with Laws.

8.1 Governmental Requirements. At SOCCCD’s expense, Asset Manager shall cause all such acts and things to be done in and about the SOCCCD Property as are necessary to cause the Retained Property and the Project Common Area to comply with all of the Legal Requirements, as defined in the CC&Rs, as well as with all orders and requirements of SOCCCD’s insurance carriers under the policies to be maintained under Section 15.1 below. Asset Manager shall also do all things that are

necessary to keep in force all licenses and permits that it needs to execute its duties or obligations under this agreement.

8.1.1 Project Common Area. Asset Manager shall pay from out of the Project Account (as defined in Section 9.1 below) expenses incurred to remedy violations of laws attributable to the Project Common Area. However, Asset Manager shall not be obligated to remedy violations of law or to cause ATEP to be in compliance with applicable laws if sufficient funds are not available in the Project Account or if SOCCCD does not provide sufficient additional funds to do so.

8.1.2 Retained Property. Asset Manager shall pay from the Operating Account (as defined in Section 9.2 below) expenses incurred to remedy violations of laws attributable to any portion of the Retained Property. However, Asset Manager shall not be obligated to remedy violations of law or to cause the SOCCCD Property to be in compliance with applicable laws if sufficient funds are not available in the Operating Account or if SOCCCD does not provide sufficient additional funds to do so.

8.2 Notices. Asset Manager shall deliver written notice to SOCCCD within a reasonable time after its receipt of any written notice from any governmental entity which claims that SOCCCD, Asset Manager, Project Operator, the Project Common Area or the Retained Property is in material default of any law, covenant, ordinance, agreement, regulation or statute pertaining to ATEP.

9. Bank Accounts. Asset Manager shall establish and maintain, or cause to be established and maintained, in FDIC insured banks or financial institutions selected by Asset Manager and approved by SOCCCD, segregated bank accounts for the benefit of SOCCCD (the “**Bank Accounts**”). All monies collected from or in connection assessments under the CC&Rs and from Tenants under Leases shall be deposited in one of the Bank Accounts as designated below. All Bank Accounts shall be in the name or for the benefit of SOCCCD.

9.1 Project Account. Asset Manager shall deposit in a separate Bank Accounts (each, a “**Project Account**”) all assessments, fees, fines and other monies arising under the CC&Rs. Asset Manager, in its capacity as Project Operator, shall also be permitted to make withdrawals from a Project Account for all expenses properly incurred under the CC&Rs.

9.2 Operating Account. Asset Manager shall deposit in a separate Bank Account (the “**Operating Account**”) all rents and other monies including security deposits arising out of the Leases. Security deposits shall be deposited in the Operating Account but Asset Manager shall keep precise records of the security deposits deposited in such account and security deposits returned to tenants. Asset Manager shall also be permitted to make withdrawals from the Operating Account, on behalf of SOCCCD, for the operating expenses of ATEP and any other payments relating to ATEP as required by this Agreement other than items properly attributable to the Project

Operator under the CC&Rs or otherwise relating to the Project Common Area. Security deposits and funds not needed for operating expenses shall be periodically transferred to SOCCCD.

10. Financial Reporting and Record Keeping.

10.1 Books of Accounts. Asset Manager shall maintain or cause to be maintained adequate and separate books and records with respect to the funds deposited and withdrawn from the Bank Accounts with the entries supported by sufficient documentation to ascertain their accuracy. Asset Manager shall ensure such control over accounting and financial transactions as may be reasonably necessary to protect SOCCCD's assets from theft, material error or fraudulent activity by Asset Manager's employees or Property Managers.

10.1.1 Project Operator. Asset Manager shall keep separate books of account for all income and expenses relating to the CC&Rs and Asset Manager's capacity as Project Operator.

10.1.2 Asset Manager. Asset Manager shall maintain or cause to maintain adequate and separate books and records for items of income and expense relating to all items of income and expense other than items properly attributable to the Project Operator under the CC&Rs or otherwise relating to the Project Common Area.

10.2 Financial Reports. Asset Manager shall furnish to SOCCCD on a quarterly basis a report of all material transactions occurring during such quarter as indicated below. The statement of income and expenses, the balance sheet, and all other financial statements and reports shall be prepared on a cash basis and in compliance with generally accepted accounting principles.

10.2.1 Project Operator. The "**Project Operator Report**" shall show all delinquencies, uncollectible items, and other material matters pertaining to the management, operation and maintenance of the Project Common Area under the CC&Rs. Asset Manager also shall deliver to SOCCCD within a reasonable time after (a) written request therefor, a statement of income and expenses for the Project Common Area for the applicable quarter, and (b) the termination of this Agreement, a statement of income and expenses for the applicable quarter and a balance sheet for the Project Common Area and the activities of the Project Operator.

10.2.2 ATEP Report. The "**ATEP Report**" shall show all delinquencies, uncollectible items, vacancies and other material matters pertaining to the management, operation and maintenance of ATEP during the applicable quarter other than with respect to the Project Common Area and activities of the Project Operator. Asset Manager also shall deliver to SOCCCD within a reasonable time after written request therefor, (a) a statement of income and expenses for ATEP for the applicable quarter other than with respect to the

Project Common Area and activities of the Project Operator, and (b) a statement of income and expenses for the applicable quarter and a balance sheet for ATEP other than with respect to the Project Common Area and activities of the Project Operator.

- 11. Right to Audit.** SOCCCD and its representatives may, upon delivery to Asset Manager of at least seven (7) days' prior notice, examine all books, records and files maintained for SOCCCD by Asset Manager. SOCCCD may perform any audit or investigations relating to Asset Manager's activities at any office of Asset Manager if such audit or investigation relates to Asset Manager's activities for SOCCCD. Should SOCCCD discover defects in internal control or errors in record keeping, Asset Manager shall undertake with all appropriate diligence to correct such discrepancies either upon discovery or within a reasonable period of time. Asset Manager shall inform SOCCCD in writing of the action taken to correct any audit discrepancies.

12. Payments of Expenses.

- 12.1 Costs Eligible for Payment from Project Account.** As funds in the Project Account are available, Asset Manager shall pay all expenses for the operation, maintenance and repair of the Project Common Area and the activities of the Project Operator directly from the Project Account. Asset Manager shall be entitled to reimbursement from the Project Account for expenses incurred by and with respect to the performance of its duties and obligations as Project Operator including, without limitation, reasonable attorneys' fees, accounting expenses, and travel, food, and accommodation expenses of Asset Manager and its employees and associates.
- 12.2 Costs Eligible for Payment from Operating Account.** As funds in the Operating Account are available, Asset Manager shall pay all expenses of the operation, maintenance and repair of ATEP (other than with respect to the Project Common Area or the activities of the Project Operator) directly from the Operating Account.
- 12.3 Reimbursed Expenses.** Asset Manager shall receive reimbursement from SOCCCD, which may be withdrawn from the Operating Account, for expenses incurred by and with respect to the performance of its duties and obligations under this Agreement (except with respect to the Project Common Area and the activities of the Project Operator), including, without limitation, reasonable attorneys' fees, accounting expenses.
- 12.4 Operating Account Deficiency.** If there are not sufficient funds in the Operating Account to make any such payment, Asset Manager shall notify SOCCCD of such deficiency in accordance with the provisions of this Agreement so that SOCCCD shall have an opportunity to deposit sufficient funds in the Operating Account to allow for such payment prior to the imposition of any penalty or late charge.

13. Compensation and Expenses.

- 13.1 No Compensation.** Asset Manager shall not receive compensation for its services hereunder. Expenses incurred by Asset Manager in its capacity as such shall be reimbursed as set forth above.
- 13.2 Administrative Expenses.** Should Asset Manager determine that it is required to incur expenses for staff, employees, office space or other similar matters in order to perform its duties hereunder, then it may from time to time, submit to SOCCCD a budget for such expenses. Upon SOCCCD's approval of such budget, Asset Manager shall be entitled to reimbursement for such expenses from such Bank Account as SOCCCD may specify.

14. Termination.

- 14.1 Parties' Right to Terminate.** Notwithstanding the provisions of Section 2 above, this Agreement may be terminated upon the occurrence of any of the following circumstances:
- 14.1.1** SOCCCD may, at its option and in its sole and absolute discretion, elect to terminate this Agreement upon sixty (60) days' prior written notice to Asset Manager.
- 14.1.2** SOCCCD may immediately terminate this Agreement upon written notice to Asset Manager if, at any time during the term of this Agreement, Asset Manager misappropriates any funds of SOCCCD, commits any willful misconduct, intentional misrepresentation or gross negligence related to or in connection with this Agreement or the management or operation of ATEP.
- 14.1.3** SOCCCD shall have the right to immediately terminate this Agreement upon written notice to Asset Manager in the event that Asset Manager acts or omits to take action, in either case in a grossly negligent manner which causes material damage to the Property or the SOCCCD.
- 14.1.4** SOCCCD may immediately terminate this Agreement upon written notice to Asset Manager if Asset Manager fails to deliver to SOCCCD any reports required hereunder and such default shall not be cured within ten (10) business days after receipt by Asset Manager of written notice thereof by SOCCCD or its attorney to Asset Manager.
- 14.2 Final Accounting.** Within sixty (60) days after termination of this Agreement for any reason, Asset Manager shall deliver to SOCCCD the following: (a) a final accounting setting forth the balance of income and expenses incurred in connection with this Agreement as of the date of termination; (b) any balance or monies of SOCCCD or tenant security deposits held by Asset Manager with respect to ATEP; and (c) all materials and supplies, keys, books and records, contracts, leases, receipts

for deposits, unpaid bills and other papers or documents which pertain to ATEP which may be in Asset Manager's possession.

14.3 Continued Services. For a period of sixty (60) days after such expiration or cancellation for any reason other than SOCCCD's default, Asset Manager shall be available, through its senior executives familiar with ATEP, to consult with and advise SOCCCD or any person or entity succeeding SOCCCD as owner of ATEP or such other person or persons selected by SOCCCD regarding the operation and maintenance of ATEP.

14.4 No Release. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.

15. Insurance.

15.1 SOCCCD's Insurance Coverage. SOCCCD, or Asset Manager at SOCCCD's request, shall obtain and keep in force policies of insurance for the Retained Property and as required under the CC&Rs either separately or combined; provided that, if combined, premiums are fairly allocable as between the Retained Property and requirements of the CC&Rs. Premiums allocable to the Retained Property shall be paid out of the Operating Account and premiums allocable to the Project Common Area shall be paid out of the Project Account. Such insurance shall include (i) insurance against physical damage (e.g., special causes of loss (all risk), boiler and machinery, flood, earthquake, etc.) for the full replacement cost (excluding for Flood and earthquake which shall be sub-limited based on the exposure) and all of SOCCCD's property contained therein, and (ii) commercial general liability insurance (including contractual liability and personal injury coverages and such other coverages as may be appropriate, as determined by SOCCCD), insuring against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Retained Property and Project Common Area, in amounts customary for properties similar to the Retained Property and Project Common Area, as reasonably determined by SOCCCD. Any policies obtained by Asset Manager on SOCCCD's behalf shall be subject to the prior written approval of SOCCCD, which approval shall not be unreasonably withheld. Further, Asset Manager shall deliver such policies to SOCCCD promptly upon their receipt from the insurance carrier. The insurance companies issuing such insurance shall be authorized to do business in the state where ATEP is located and have a rating of A-VIII or better as reported by Best's Property & Casualty Reports Key Rating Guide for the most current reporting period. Asset Manager will be named as an additional insured in all liability insurance maintained as herein provided, and Asset Manager shall be furnished a certificate evidencing such insurance which certificate shall provide that the insurer will endeavor to give Asset Manager thirty (30) days prior written notice of cancellation. All such liability policies shall be primary and non-contributory with any liability insurance carried by Asset Manager with respect to any claims arising out of the performance or non-

performance of Asset Manager's duties and activities within the scope of this Agreement or arising from any action or activity on, or condition of, the Retained Property or Project Common Area. Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the ownership, operation and maintenance of the Retained Property and Project Common Area, including any damage or destruction thereto and the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith. Asset Manager shall take no action (such as admission of liability) which might bar SOCCCD from obtaining any protection afforded by any policy SOCCCD may hold or which might prejudice SOCCCD in its defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance. Asset Manager shall aid and cooperate with SOCCCD in every reasonable way with respect to such insurance and any loss thereunder. All general public liability and other liability policies carried by or for SOCCCD shall name SOCCCD and SOCCCD's lenders, if any, and Asset Manager as insured's. All property damage and business interruption or rent loss insurance policies shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation against Asset Manager with respect to losses payable under such policies.

15.2 Asset Manager's Insurance Coverage. Asset Manager shall carry such insurance coverages and amounts as SOCCCD may require from time to time. Premiums allocable to the Retained Property shall be paid out of the Operating Account and premiums allocable to the Project Common Area shall be paid out of the Project Account.

15.3 Property Managers' Insurance. Asset Manager shall require that all Property Managers engaged hereunder to maintain insurance coverage, at the Property Manager's expense, in the amounts set forth below. Asset Manager must obtain the SOCCCD's prior permission to waive any of such requirements or to accept lower limits. Asset Manager shall obtain and keep on file a certificate of insurance for each Property Manager which shows that such contractor is so insured.

15.3.1 Worker's Compensation - statutory amount with a waiver of subrogation in favor of SOCCCD and Asset Manager;

15.3.2 Employer's Liability - minimum of \$500,000 each accident; \$500,000 disease, policy limit; \$500,000 disease, per employee;

15.3.3 Commercial General Liability (naming SOCCCD and Asset Manager and, if required by under the terms of any document applicable to the SOCCCD Property or any portion thereof, the City and the Navy, as additional insureds) - insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the SOCCCD Property arising from Property Manager's conduct, with a liability limit of

not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage;

15.3.4 Auto Liability (if deemed appropriate by Asset Manager) - \$1,000,000 minimum;

15.3.5 Property Insurance coverage for tools and equipment brought onto and/or used on any Property by the contractor - an amount equal to the replacement costs of all such tools and equipment; and

15.3.6 Pollution Legal Liability Insurance – (if required by under the terms of any document applicable to the SOCCCD Property or any portion thereof,) with a liability limit of not less than \$1,000,000 for the death or injury of any one person and not less than \$3,000,000 for any one accident and \$500,000 for property damage.

15.4 Notices of Cancellation. Asset Manager shall furnish to SOCCCD, promptly after receipt, of any notice of termination or cancellation of any insurance policy (which is not immediately replaced by Asset Manager).

16. Conflicts. Asset Manager shall not deal with or engage, or purchase goods or services from, any subsidiary or affiliated company of Asset Manager in connection with the management of ATEP for amounts above market rates. Asset Manager shall perform management services exclusively for SOCCCD and shall not engage in any business other than the performance of its services hereunder.

17. Notices. All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand delivered; (b) five days after the same have been deposited in a United States post office via certified mail/return receipt requested; (c) the day sent by PDF format through electronic mail (“e-mail”) (if sent prior to 5:00 P.M. local time where ATEP is located, or (d) the next Business Day after same have been deposited with a national overnight delivery service (e.g., FedEx) - in each case addressed to the parties at the address set forth beneath their signatures hereto. Wherever herein an action must be taken by a particular date, the action must be taken by 5:00 P.M. local time where ATEP is located, on such date in order to be effective. A party may change or supplement the addresses given below, or designate additional addresses, for purposes of this Article 18 by giving all of the other parties hereto written notice of the new address in the manner set forth above.

18. Miscellaneous.

18.1 Assignment. Asset Manager may not assign this Agreement without the prior written consent of SOCCCD, which consent may be withheld in SOCCCD’s sole and absolute discretion.

- 18.2 Entire Agreement; Modification.** This Agreement and any agreement, document or instrument referred to herein constitute the entire agreement between SOCCCD and Asset Manager pertaining to the subject matter contained in such agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties hereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar.
- 18.3 Governing Law; Venue.** This Agreement shall be governed by, construed, enforced and interpreted in accordance with the internal laws of the State of California, without regard to the conflicts of law provisions and principles thereof.
- 18.4 Representations.** Asset Manager represents and warrants that it is or shall be prior to entering into any transaction fully qualified and licensed, to the extent required by law, to perform all obligations assumed by Asset Manager hereunder. Asset Manager shall use reasonable efforts to comply with all such laws now or hereafter in effect.
- 18.5 Indemnification by Asset Manager.** Asset Manager shall indemnify, defend and hold SOCCCD and its Board of Trustees, officers, and employees harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against SOCCCD by reason of the acts of Asset Manager which arise out of the gross negligence, willful misconduct or fraud of Asset Manager, its agents or employees or Asset Manager's willful breach of this Agreement. If any person or entity makes a claim or institutes a suit against SOCCCD on a matter for which SOCCCD claims the benefit of the foregoing indemnification, then: (a) SOCCCD shall give Asset Manager prompt notice thereof in writing; (b) Asset Manager may defend such claim or action by counsel of its own choosing; (c) neither SOCCCD nor Asset Manager shall settle any claim without the other's written consent; and (d) this Section 18.5 shall not be so construed as to release SOCCCD or Asset Manager from any liability to the other for a willful breach of any of the covenants agreed to be performed under the terms of this Agreement. Notwithstanding anything to the contrary, this Section shall survive the termination of this Agreement with respect to claims arising out of events or circumstances occurring on or prior to the termination date of this Agreement.
- 18.6 Indemnification by SOCCCD.** SOCCCD shall indemnify, defend and hold Asset Manager and its officers, directors and employees (collectively, the "**Indemnified Parties**") harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against any of the Indemnified Parties by reason of the operation, management and maintenance of ATEP and the performance by the Indemnified Parties of their respective obligations under this Agreement, except those claims which arise from the Indemnified Parties'

gross negligence, willful misconduct or fraud. If any person or entity makes a claim or institutes a suit against any of the Indemnified Parties on any matter for which such party claims the benefit of the foregoing indemnification, then: (a) the Indemnified Party shall give SOCCCD prompt notice thereof in writing; (b) SOCCCD may defend such claim or action by counsel of its own choosing provided such counsel is reasonably satisfactory to the Indemnified Party; (c) neither the Indemnified Party nor SOCCCD shall settle any claim without the other's written consent; and (d) this Section 18.6 shall not be so construed as to release SOCCCD or any of the Indemnified Parties from any liability to the other for a breach of any of the covenants agreed to be performed under the terms of this Agreement. Notwithstanding anything to the contrary, this Section 18.6 shall survive the termination of this Agreement with respect to claims arising out of events or circumstances occurring on or prior to the termination date of this Agreement.

18.7 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section 18.7, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

18.8 No Waiver. The failure by any party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such item shall continue and remain in full force and effect. All rights or remedies of the parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the parties. No waiver shall be binding unless executed in writing by the party making the waiver.

18.9 Attorneys' Fees. If any party to this Agreement takes any action to enforce this Agreement, the arbitration panel's award or decision, or brings any action for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the substantially non-prevailing party shall pay to the substantially prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this Section 18.9, attorneys' fees shall

include, without limitation, fees incurred in the following: (a) assertion of affirmative defenses, (b) post-judgment motions and collection actions; (c) contempt proceedings; (d) garnishment, levy, and debtor and third-party examinations; (e) discovery; and (f) bankruptcy litigation.

- 18.10 No Third Party Beneficiaries.** Neither SOCCCD nor Asset Manager intends that this Agreement shall benefit any third party, and no third party shall have any right or power to enforce any provision of this Agreement on behalf of SOCCCD or to compel SOCCCD to enforce any provision of this Agreement.
- 18.11 Construction.** Each gender shall include each other gender. When required by the context, the singular shall include the plural and vice-versa.
- 18.12 Headings.** All headings are only for convenience and ease of reference and are irrelevant to the construction or interpretation of any provision of this Agreement.
- 18.13 Non-Discrimination.** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the SOCCCD Property or any portion thereof, nor shall Asset Manager establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any tenants, subtenants, lessees, sublessees or vendees of any portion of the SOCCCD Property.
- 18.14 Further Assurances.** Each party agrees to execute, with acknowledgment and affidavit if required, any and all documents and take all actions that may be reasonably required in furtherance of the provisions of this Agreement.
- 18.15 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original (including copies sent to a party by e-mail) as against the party signing such counterpart, but which together shall constitute one and the same instrument. Signatures transmitted via facsimile or e-mail shall be considered authentic and binding.

Signatures on following page.

IN WITNESS WHEREOF, SOCCCD and Asset Manager have set their signatures as of the date first set forth above.

ADDRESS:

28000 Marguerite Pkwy., 3rd Fl.
Mission Viejo, California 92692
Tel: _____
Fax: _____
Email: _____

ASSET MANAGER:

**ATEP FACILITIES CORPORATION,
INC.,**
a California corporation

BY: _____
Name: _____
Title: President

BY: _____
Name: Kim McCord
Title: Secretary

ADDRESS:

28000 Marguerite Pkwy., 3rd Fl.
Mission Viejo, California 92692
Attn: Vice Chancellor Business Services
Tel: _____
Fax: _____
Email: _____

SOCCCD:

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT,**
a California public agency

BY: _____
Name: _____
Title: Vice Chancellor, Business Services

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Approval of Declaration of Covenants, Conditions and Restrictions for Advanced Technology and Education Park (ATEP)

ACTION: Approval

BACKGROUND

The 2015 Development Framework for ATEP contemplated imposition of a Declaration of Covenants, Conditions and Restrictions for ATEP ("ATEP CC&Rs") to provide for the operation of common elements shared by educational and commercial occupants of ATEP, as well as to allocate maintenance responsibilities and common expenses and to implement and enforce consistent, project-wide design guidelines, use restrictions and other rules and regulations governing development, maintenance and operation of ATEP.

STATUS

Upon approval by the Board of Trustees, the ATEP CC&Rs will be recorded against IVC's now-operational IDEA Building which will constitute the initial "covered property." Additional portions of the real property within ATEP (each, a "premises") will be incrementally added to the covered property concurrently with execution of a ground lease for such premises (or, as to District facilities for which there will be no such ground lease, at such time as the District commences operation of educational facilities on the premises).

Once added to the covered property, the rights, restrictions and obligations set forth in the ATEP CC&Rs will continue to govern ownership and occupancy of each premises within the covered property on a uniform, project-wide basis notwithstanding any subsequent termination of the applicable ground lease or other transfer of title to such premises.

As contemplated in the ATEP CC&Rs, the District's power to enforce the ATEP CC&Rs will be exercised through an auxiliary organization to be formed by the District to act as "Project Operator" provided that the District will retain sole authority over the addition of other real property into the covered property or other amendments to the ATEP CC&Rs (by recordation of "supplemental declarations"), adoption of design guidelines, resolution of disputes and other matters more specifically described in the ATEP CC&Rs.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the ATEP CC&Rs (EXHIBIT A) and authorize the Interim Chancellor or Vice Chancellor of Business Services to execute the ATEP CC&Rs on behalf of the District and to proceed with all other actions necessary to record the ATEP CC&Rs and any subsequent amendments or supplemental declarations against the real property within ATEP.

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

South Orange County Community College
District
28000 Marguerite Parkway
Mission Viejo, California 92692-3635
Attention: Vice Chancellor, Business Services

(Space Above for Recorder's Use)

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
ADVANCED TECHNOLOGY & EDUCATION PARK**

TABLE OF CONTENTS

| | Page |
|--|-----------|
| ARTICLE I DEFINITIONS AND INTERPRETATION | 1 |
| 1.1 DEFINITIONS | 1 |
| 1.2 INTERPRETATION | 12 |
| ARTICLE II PROJECT MANAGEMENT | 13 |
| 2.1 RESERVATION AND DELEGATION OF MANAGEMENT AUTHORITY | 13 |
| 2.2 AUTHORITY AND RESPONSIBILITIES OF THE PROJECT OPERATOR | 14 |
| 2.3 FORMATION OF COMMITTEES; DELEGATION | 16 |
| ARTICLE III PROJECT MAINTENANCE, SERVICES AND RESTORATION | 17 |
| 3.1 MAINTENANCE OBLIGATIONS..... | 17 |
| 3.2 ENVIRONMENTAL COMPLIANCE..... | 19 |
| 3.3 PROJECT SERVICES | 20 |
| 3.4 RESTORATION AFTER CASUALTY OR CONDEMNATION | 20 |
| ARTICLE IV DESIGN REVIEW AND CONSTRUCTION ACTIVITY..... | 22 |
| 4.1 ARCHITECTURAL REVIEW REQUIREMENTS..... | 22 |
| 4.2 DESIGN GUIDELINES | 24 |
| 4.3 APPROVAL PROCESS | 24 |
| 4.4 REGULATION OF CONSTRUCTION WITHIN THE PROJECT | 26 |
| 4.5 ENFORCEMENT | 27 |
| ARTICLE V FINANCIAL MANAGEMENT; ASSESSMENTS | 28 |
| 5.1 FINANCIAL MANAGEMENT OF THE PROJECT | 28 |
| 5.2 RECOVERY OF COMMON EXPENSES | 28 |
| 5.3 ASSESSMENT OBLIGATIONS..... | 30 |
| 5.4 COLLECTION OF ASSESSMENTS | 34 |
| 5.5 PROJECT OBLIGATIONS..... | 34 |
| ARTICLE VI USE RESTRICTIONS..... | 34 |
| 6.1 PERMITTED USES | 34 |
| 6.2 PROHIBITED USES | 36 |
| 6.3 LEASING..... | 37 |
| 6.4 EXTERNAL EFFECTS; NUISANCES | 37 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 6.5 POSSESSION OF RESTRICTED WEAPONS | 38 |
| 6.6 REGISTERED SEX OFFENDERS | 38 |
| 6.7 ENVIRONMENTAL REQUIREMENTS | 39 |
| 6.8 STORAGE AND HANDLING OF WASTES AND OTHER MATERIALS | 39 |
| 6.9 PARKING AND VEHICULAR REGULATIONS | 40 |
| 6.10 SUSTAINABILITY PROGRAMS | 40 |
| 6.11 SIGNS..... | 40 |
| 6.12 NON-DISCRIMINATION | 41 |
| 6.13 FURTHER SUBDIVISION; ZONING OR LAND USE AMENDMENTS; VARIANCES | 41 |
| ARTICLE VII EASEMENTS..... | 41 |
| 7.1 PROJECT COMMON AREA EASEMENTS | 41 |
| 7.2 PROJECT OPERATOR EASEMENTS..... | 43 |
| 7.3 MISCELLANEOUS EASEMENTS | 44 |
| 7.4 LIMITATIONS ON ENTRY | 45 |
| ARTICLE VIII INSURANCE | 46 |
| 8.1 PROJECT INSURANCE | 46 |
| 8.2 PROJECT OCCUPANT INSURANCE OBLIGATIONS | 47 |
| 8.3 WAIVERS..... | 49 |
| 8.4 PROJECT OCCUPANT INDEMNITY..... | 49 |
| ARTICLE IX RIGHTS OF MORTGAGEES..... | 50 |
| 9.1 GENERAL PROTECTIONS | 50 |
| 9.2 NOTICES..... | 50 |
| ARTICLE X ENFORCEMENT | 51 |
| 10.1 BREACH OF GOVERNING DOCUMENTS | 51 |
| 10.2 REMEDIES FOR NONPAYMENT OF ASSESSMENTS..... | 52 |
| 10.3 DISPUTE RESOLUTION..... | 54 |
| ARTICLE XI ANNEXATIONS AND AMENDMENTS | 55 |
| 11.1 AMENDMENTS TO DECLARATION..... | 55 |
| 11.2 FUNCTIONS OF SUPPLEMENTAL DECLARATIONS | 56 |

TABLE OF CONTENTS
(continued)

| | Page |
|---|-------------|
| 11.3 ANNEXATION | 56 |
| 11.4 ESTABLISHMENT OF ASSOCIATION. | 57 |
| ARTICLE XII MISCELLANEOUS | 58 |
| 12.1 EFFECT OF DECLARATION; BINDING COVENANTS RUNNING WITH THE LAND; EQUITABLE SERVITUDES..... | 58 |
| 12.2 DURATION; TERMINATION | 59 |
| 12.3 NO PUBLIC RIGHT OR DEDICATION | 59 |
| 12.4 ATTORNEYS' FEES; COURT COSTS..... | 59 |
| 12.5 FORCE MAJEURE | 59 |
| 12.6 ESTOPPEL CERTIFICATE | 59 |
| 12.7 NOTICES..... | 60 |
| 12.8 DISCLAIMERS AND DISCLOSURES..... | 60 |
| EXHIBIT A – Legal Description of the Land | |
| EXHIBIT B – Legal Description of the Covered Property | |
| EXHIBIT C – Project Common Area | |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADVANCED TECHNOLOGY & EDUCATION PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADVANCED TECHNOLOGY & EDUCATION PARK (this “*Declaration*”) is made as of this ____ day of ____, 201__ (the “*Effective Date*”) by SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency (“*Declarant*”). This Declaration is made with reference to the facts set forth in the following Preamble. All capitalized terms set forth in the Preamble and not otherwise defined therein shall have the meaning set forth in Article I below.

P R E A M B L E

A. Declarant is the owner of fee title, a subleasehold interest or other interest in certain real property located in the City of Tustin, County of Orange, State of California as more particularly described in Exhibit A attached hereto (the “*Land*”) on which Declarant intends to establish an integrated mixed-use development consisting of both educational and commercial uses known as the “Advanced Technology & Education Park” or “ATEP.”

B. Declarant desires that all of the Land now or hereafter included within the Project shall be occupied, used and maintained in accordance with the provisions of this Declaration.

C. Declarant intends that the Project is and shall continue to be held, conveyed, encumbered, leased, used and improved subject to the limits, restrictions, reservations, rights, easements, conditions and covenants in this Declaration in furtherance of a general plan for the operation, protection and maintenance of the Project as more particularly set forth in Section 12.1 below. Notwithstanding the foregoing, Declarant does not intend that the Project shall be deemed a “common interest development” within the meaning of the California Commercial and Industrial Common Interest Development Act unless and until the occurrence of the “*Transfer Date*” pursuant to Section 11.4.1 below.

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

1.1 DEFINITIONS. Unless otherwise expressly provided, the following words and phrases when used in this Declaration have the following meanings.

1.1.1 Adjustment Threshold. For purposes of determining the maximum amount the Annual Budget for Common Expenses for any fiscal year may be increased over the prior fiscal year without Majority Approval, an amount equal to six percent (6%) of the total amount of the Common Expenses actually incurred by the Project Operator in the prior year.

1.1.2 Allocable Share. That portion (expressed as a percentage) of the Project Expenses to be allocated to each Project Occupant pursuant to Section 5.2.2 below.

1.1.3 Annexation Declaration. A Supplemental Declaration recorded pursuant to Section 11.3 below to annex additional real property into the Covered Property.

1.1.4 Annexed Territory. Any portion of the Land or other real property in the vicinity thereof which is made subject to this Declaration by annexation into the Covered Property pursuant to Section 11.3 below.

1.1.5 Annual Adjustment Date. July 1st of each calendar year.

1.1.6 Annual Budget. A reasonably detailed budget of the Common Expenses and other Project Expenses projected by the Project Operator to be incurred during any fiscal year in the operation of the Project, which Annual Budget shall be prepared and maintained by the Project Operator pursuant to Section 5.2.3 below.

1.1.7 Approving Authority. The Project Operator or such other employee or agent of Declarant to which Declarant or Project Operator may delegate the authority under Article IV below to review and approve Submittals and/or inspect any Premises Improvements or Premises Alterations constructed in connection therewith.

1.1.8 Asset Management Agreement. The agreement to be entered into between Declarant and the Project Operator, as amended from time to time, establishing the scope and terms of the Project Operator's authority and obligations as the agent of Declarant for purposes of fulfilling the obligations of the Project Operator as set forth therein or in this Declaration.

1.1.9 Assessments. Any charge levied against a Project Occupant and its Premises pursuant to Article V below, including Regular Assessments, Capital Improvement Assessments, Extraordinary Assessments, Compliance Assessments and Special Benefit Assessments.

1.1.10 Association. A California nonprofit mutual benefit corporation, a California nonprofit public benefit corporation, or an unincorporated association that satisfies the requirements of an "Association" under California Civil Code Section 6528 to which Declarant may assign and transfer all authority and obligations of the Project Operator hereunder pursuant to Section 11.4 below.

1.1.11 Association Supplemental Declaration. A Supplemental Declaration to be recorded by Declarant against the Covered Property upon transfer of the Project Operator's authority and obligations to an Association pursuant to Section 11.4 below. Such Supplemental Declaration shall set forth matters reasonably necessary and appropriate for operation of the Association and exercise of the Association's authority and performance of its obligations hereunder, as contemplated in Section 11.4.3 below.

1.1.12 Building Area. The total horizontal floor area of all floors within any Premises Improvements, including the exterior walls thereof, measured in square feet (but exclusive of trash enclosures, covered malls, roofed patio areas, parking structures or covered parking, covered driveways and covered loading areas), determined based on the then-current standard method of measurement for office buildings, as promulgated by the Building Owners

and Managers Association International (ANSI/BOMA Z65.1) or such other standards as may be reasonably selected and consistently applied by the Project Operator.

1.1.13 Capital Improvement. Any permanent structure constructed within the Project Common Area or any other improvement or fixture attached to or otherwise incorporated into any Common Maintenance Item and not easily removable without damage thereto, along with any replacements, additions or upgrades thereto. Capital Improvements may include off-site improvements required as a condition to development of the Project.

1.1.14 Capital Improvement Assessment. An Assessment imposed pursuant to Section 5.3.6 below to finance restoration, replacement or reconstruction of Common Maintenance Items or to otherwise construct or install Capital Improvements for the benefit of the Project.

1.1.15 Casualty Event. The occurrence of damage to, or destruction of, improvements or property within the Project due to fire, wind, rain, wrongful acts of third parties or other causes typically covered by property casualty insurance.

1.1.16 Central Orange County Area. The geographical area encompassed by the cities of Tustin, Irvine and Costa Mesa.

1.1.17 CID Act. The California Commercial and Industrial Common Interest Development Act (Cal. Civ. Code §6500 et. seq.).

1.1.18 City. The City of Tustin, California, and its various departments, divisions, employees and representatives.

1.1.19 Common Expenses. Recurring costs and expenses incurred by the Project Operator on behalf of Declarant in the management and operation of the Project as more particularly described in Section 5.2.1 below, which Common Expenses shall be reimbursed by, the Project Occupants on the terms set forth in Section 5.2 below.

1.1.20 Common Maintenance Item(s). Those components of the Project to be maintained by the Project Operator pursuant to Section 3.1.1 below.

1.1.21 Compliance Assessment. A charge imposed against a particular Project Occupant to recover costs incurred by the Project Operator due to violations of the Governing Documents by such Project Occupant or its Permittees or any other costs or expenses for which such Project Occupant may be responsible, as more particularly described in Section 5.3.5 below.

1.1.22 Contractor's Manual. Rules governing the conduct of construction activity within the Project promulgated by Declarant pursuant to the Conveyance Documents for each Premises prior to initial development thereof, along with any updates, amendments or supplements thereto issued by Declarant from time to time.

1.1.23 Conveyance Documents. Any ground lease, quitclaim deed or other instrument or agreement transferring a fee or ground leasehold interest or other exclusive

occupancy right in any Premises from Declarant to any Project Occupant, as well as any development covenants, conditions, restrictions or other agreements or instruments entered into between Declarant and such Project Occupant as a condition to such transfer.

1.1.24 Corrective Action. Any repair, reconstruction, maintenance, monitoring, enforcement or other action undertaken by the Project Operator (a) to cure any violation of the Governing Documents by any Project Occupant or its Permittee or to prevent, remedy or mitigate the impact thereof, or (b) otherwise required due to any actions, inactions or activities of such Project Occupant or such Project Occupant's Permittees within the Project which results in damage to any Common Maintenance Item or the need for additional maintenance or repair thereof in excess of what would otherwise be required due to normal wear and tear.

1.1.25 Covered Property. All of the real property subject to this Declaration from time to time. The Covered Property shall include that certain real property legally described in Exhibit B attached hereto, along with any additional property added to the Covered Property and made subject to this Declaration upon recordation of a Supplemental Declaration against such additional real property pursuant to Section 11.3 below.

1.1.26 CPI Index. The Consumer's Price Index - All Items, for the Los Angeles-Riverside-Orange County Area, All Urban Consumers (1982-1984 = 100). If the base year of the CPI Index is changed, then the calculation hereunder shall be made utilizing the appropriate conversion factor published by the Bureau of Labor Statistics (or successor agency) to reflect the base year of the CPI Index herein specified. If no such conversion factor is published, then the Parties shall, if possible, make the necessary calculation to achieve such conversion. If such calculation is not possible, or if publication of the CPI Index is discontinued, or if the basis of calculating the CPI Index is materially changed, the term "CPI Index" shall mean comparable statistics on the cost of living as computed by an agency of the United States Government performing a function similar to the Bureau of Labor Statistics or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been obtained using the CPI Index.

1.1.27 Declarant. South Orange County Community College District, a public agency, or any other entity to which the SOCCCD may transfer, directly or by operation of law, all or substantially all of its right, title and interest in the Project Common Area or any other party to which the Declarant named herein or any successor-in-interest thereto may assign its rights hereunder by an express assignment recorded in the Official Records.

1.1.28 Design Guidelines. Guidelines setting forth architectural standards and design requirements for all Premises Improvements and other improvements to be constructed or installed within the Project, along with submittal requirements, review procedures and other provisions relating to design review thereof.

1.1.29 Development Agreement. That certain "Development Agreement and Amended and Restated Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS Tustin and the Establishment of an Advanced Technology Educational Campus" by and between City and

Landlord dated May 22, 2013 and recorded in the Official Records on May 23, 2013 as Instrument No. 2013000312295, as amended by Amendment No. 1 thereto dated July 8, 2014 and recorded in the Official Records on July 9, 2014 as Instrument No. 2014000272537, and re-recorded in the Official Records on August 7, 2014 as Instrument No. 2014000318112, as amended from time to time.

1.1.30 Discretionary Restoration. Any repair or restoration of any Common Maintenance Item following occurrence of a Casualty Event which the Project Operator is not obligated to perform pursuant to Section 3.4.2 below but which the Project Operator, in its sole discretion, otherwise elects to perform for the benefit of the Project.

1.1.31 District Use. Any educational operations conducted by Declarant or any affiliate thereof on any portion of the Covered Property, along with any administrative uses in support of such educational operations.

1.1.32 Environmental Requirements. Any and all (i) federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, plans, risk management plans, recorded property covenants and/or restrictions, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future relating to health, safety or the environment or to any Hazardous Substances which at any time are or otherwise become applicable to the Project, the Project Occupants or their Permittees, including without limitation, any requirements of the National Pollutant Discharge Elimination System (“**NPDES**”) adopted pursuant to the Federal Clean Water Act and/or any best management practices described in any Storm Water Pollution Prevention Plan (“**SWPPP**”) or Water Quality Management Plan (“**WQMP**”) applicable to the Project and/or in the California Storm Water Best Management Practices Handbook or equivalent guidelines, as well as (ii) any environmental covenants, conditions and restrictions now or hereafter contained in the Environmental Restrictions.

1.1.33 Environmental Restrictions. The Navy Deed, the City Deed, the Second Navy Deed, the Second City Deed, any Covenant to Restrict Use of Property recorded in connection therewith (each, a the “**CRUP**”) and any amendments, restatements or replacements thereto, as well as any other environmental covenants, conditions and restrictions now or hereafter recorded against the Covered Property or any portion thereof pursuant thereto, as amended, restated or supplemented from time to time.

1.1.34 Excess Proceeds. Any Restoration Proceeds recovered by Declarant which exceed the total amount of (i) associated Restoration Costs incurred by the Project Operator plus (ii) the cost of recovering such Restoration Proceeds.

1.1.35 Exclusive Use Area. Any portion of the Project reserved, by easement, license or otherwise, for the exclusive use of any Project Occupant or its Permittees, but located outside of the Premises transferred to the Project Occupant by lease or other Conveyance Document.

1.1.36 Extraordinary Assessment. An Assessment imposed to fund payment of any emergency costs or other unanticipated but necessary expenses pursuant to Section 5.3.7 below.

1.1.37 First Mortgage (First Mortgagee). Any deed of trust or mortgage lien recorded against any given Parcel within the Project as security for payment or performance of any obligations of the Project Occupants or Permittees thereof, but only to the extent such deed of trust or mortgage lien holds a senior or “first position” priority over all other monetary liens or encumbrances (other than tax or assessment liens) recorded against such Parcel. A “First Mortgagee” shall be the holder of a beneficial interest in such Parcel pursuant to such First Mortgage.

1.1.38 Governing Documents. This Declaration, as amended by any Supplemental Declarations thereto, as well as any Rules and Regulations issued by Declarant or the Project Operator pursuant hereto.

1.1.39 Governmental Authority. Any federal, state or local governmental or quasi-governmental body or authority having jurisdiction over the Project, including without limitation, the United States of America acting through the Department of the Navy (the “Navy”), the California Division of the State Architect and the City.

1.1.40 Hazardous Substances. Any hazardous or toxic substances, materials or wastes which are or become regulated by any local governmental authority, the State of California or the United States Government, including, without limitation, any material or substance which is (i) defined as “Hazardous Waste,” “Extremely Hazardous Waste” or “Restricted Hazardous Waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “Hazardous Substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presly-Tanner Hazardous Substance Account Act), (iii) defined as a “Hazardous Material” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “Hazardous Substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) defined as “Hazardous Waste” or “Extremely Hazardous Waste” pursuant to Article 2 of Title 22 of the California Code of Regulations, Division 4.5, Chapter 10 (viii) pesticides, (ix) polychlorinated biphenyls, (x) solvents, (xi) defined as a “Hazardous Substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (xii) defined as a “Hazardous Waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (xiii) defined as a “Hazardous Substance” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (xiv) defined as a “Hazardous Substance” pursuant to Section 401.15 of the Clean Water Act, 40 C.F.R. 116, (xv) included in the list of “Extremely Hazardous Substance” issued pursuant to Section 302 of the Superfund Amendments and Reauthorizations Act of 1986, 42 U.S.C. Section 11002 et seq.

1.1.41 Hearing. A hearing before Declarant or any panel of neutral Project Occupants or independent consultants or other disinterested Persons designated by Declarant conducted in accordance with Section 10.1.3 below to hear and resolve disputes between Project Occupants or between one or more Project Occupants and the Project Operator regarding allocation of maintenance obligations or any alleged non-compliance with the provisions of the Governing Documents or violations thereof, or responsibility for such violation or non-compliance.

1.1.42 Legal Requirements. The Environmental Requirements and any other laws, rules, regulations, orders, ordinances, subdivision requirements, zoning restrictions, mitigation measures, subdivision or entitlement conditions or other requirements of the City or any other federal, state or local Governmental Authority having jurisdiction over the Project as may be applicable thereto, including without limitation any conditions, requirements or restrictions imposed under the Development Agreement or any Environmental Requirements applicable to the Project, as the same may be amended, restated, supplemented or superseded from time to time.

1.1.43 Lien Notice. A notice to be recorded by the Project Operator against any Parcel within the Covered Property or Premises located therein in accordance with Section 10.2.3 below regarding delinquent Assessments allocated to such Premises.

1.1.44 Majority Approval. The written approval of Project Occupants holding in aggregate more than fifty percent (50%) of all Allocable Shares within the Project, determined as of the first day of the calendar month in which such written approval is requested by the Project Operator.

1.1.45 Notice of Delinquent Amount. A notice issued by the Project Operator to a Project Occupant regarding any delinquent Assessments in accordance with Section 10.2.2 below.

1.1.46 Notice of Non-Compliance. A notice recorded by the Project Operator pursuant to Section 10.1.1.2 below against the Parcel or Premises of any Project Occupant who fails to cure any non-compliance with or violation of the terms of this Declaration within the time set forth in the Notice of Violation previously delivered to such Project Occupant.

1.1.47 Notice of Violation. A written notice issued by the Project Operator and delivered to a Project Occupant pursuant to Section 10.1.1 below regarding any condition of non-compliance or violation of the terms of this Declaration by such Project Occupant or any Permittee thereof.

1.1.48 Occupant Infrastructure Improvements. Any telecommunications lines, equipment or facilities, street improvements, drainage improvements or other utility lines, equipment or facilities located anywhere within the Project which exclusively serve any single Premises. The Occupant Infrastructure Improvements shall include the point of connection with any telecommunications or other utility lines, pipes, conduits, equipment or facilities constituting Project Infrastructure Improvements.

1.1.49 Occupant Maintenance Items. The Premises Improvements and any other component of the Project to be maintained by the Project Occupant pursuant to Section 3.1.2 below.

1.1.50 Occupant-Maintained Insurance. All insurance carried by any Project Occupant or its Permittee as required by Section 8.2 below.

1.1.51 Parcel. Each separate legal lot within the Covered Property as shown on any subdivision maps now or hereafter recorded against the Covered Property or any portion thereof.

1.1.52 Parking and Traffic Rules. Rules and Regulations issued by the Project Operator from time to time to govern the parking and operation of vehicles within the Covered Property, as contemplated in Section 6.9 below.

1.1.53 Payment Policy. A written policy distributed by the Project Operator pursuant to Section 5.4.1 below setting forth policies for billing, payment and collection of Assessments, including due dates, installment options and payment methods, as well as late charges and other consequences for delinquent payments.

1.1.54 Permittees. Any person from time to time (i) entitled to the use and occupancy of any Premises within the Covered Property (or any portion thereof) under any sublease, license or other arrangement with a Project Occupant, and (ii) any tenant, subtenant employee, owner, officer, agent, licensee, concessionaire, contractor, customer, student, visitor or other invitee of a Project Occupant or any Permittee thereof.

1.1.55 Permitted Use. Any use of a Premises permitted under applicable Legal Requirements and the Conveyance Documents applicable thereto and otherwise not in violation of any restriction set forth in Article VI below.

1.1.56 Person. Person means a natural individual or any partnership, limited liability company, corporation, association or other form of business entity recognized under California law. When the word “person” is not capitalized, the word only refers to natural persons.

1.1.57 Premises. Any portion of the Covered Property subject to a leasehold or fee interest held by a Project Occupant (or jointly by two or more Project Occupants as co-tenants thereof) pursuant to a ground lease, deed or other instrument executed by Declarant to convey or otherwise create such interest. The Premises transferred to any Project Occupant may encompass all or only a portion of a particular Parcel. In the event that Declarant conveys fee title to any Parcel or portion thereof to a Project Occupant, whether upon termination of a Ground Lease or otherwise, such portion of the Covered Property shall nonetheless be referred to herein as the “Premises.”

1.1.58 Premises Alteration. Any alteration, installation, construction, reconstruction, replacement, relocation, demolition or removal of any existing Premises Improvement previously approved pursuant to this Declaration or the Conveyance Documents applicable thereto.

1.1.59 Premises Improvements. Any buildings, structures or other Improvements constructed on any Premises by a Project Occupant or agents thereof, including without limitation the following: (a) any Occupant Infrastructure Improvements, grading improvements, landscaping, hardscaping and irrigation improvements and street improvements located on such Parcel and dedicated to the exclusive use of the Project Occupant and Permittees thereof; (c) any sidewalks, walkways, and other accessways located on such Parcel; (d) all environmental control systems or other improvements required to be incorporated into any building or other structure in order to comply with the Design Guidelines, the Environmental Requirements or any other requirements of the applicable Conveyance Documents; and (e) any replacements, reconstruction or restorations of any of the foregoing.

1.1.60 Project. The integrated educational and commercial project developed on the Covered Property, including all Premises Improvements, Project Facilities and Project Common Area now or hereafter located thereon.

1.1.61 Project Common Area. That portion of the Covered Property owned by Declarant (either in fee or by sublease) and designated by Declarant for management and control by the Project Operator in accordance with this Declaration. The Project Common Area shall not include (i) any portion of the Covered Property retained by Declarant or any affiliate thereof for District Use, (iii) any vacant or undeveloped portion of the Covered Property or (iv) any portion of the Covered Property conveyed in fee or otherwise subject to a ground leasehold interest or exclusive use easement held by any Project Occupant (provided that the Project Common Area may, to the extent so designated by Declarant, include any such portion of the Covered Property which is subject to easements for the benefit of the other Project Occupants and their Permittees pursuant to Article VII below). Exhibit C attached hereto depicts the Project Common Area as of the initial recordation of this Declaration. Exhibit C may be amended or supplemented from time to time to designate additional portions of the Covered Property as Project Common Area by a Supplemental Declaration executed and recorded by Declarant.

1.1.62 Project Expenses. All expenses incurred by the Project Operator to (a) install, maintain, repair, restore or replace Common Maintenance Items, (b) provide services for the benefit of the Project, the Project Occupants or their Permittees, (c) manage and operate the Project Common Area or (d) otherwise fulfill the responsibilities assigned to the Project Operator hereunder, all for the benefit of the Project.

1.1.63 Project Facilities. Any buildings or structures constructed on the Project Common Area by or on behalf of Declarant, which buildings or structures are operated for the common use or benefit of Project Occupants or Permittees thereof. Project Facilities may include, without limitation, bus shelters, bike racks or other transit facilities, parking facilities, meeting or assembly facilities, shade structures, outdoor dining areas, food service facilities or recreational facilities. Notwithstanding the foregoing, the Project Facilities shall not include any buildings, structures or other improvements which are (i) exclusively reserved for the conduct of any District Use or (ii) constructed within any Exclusive Use Area for the exclusive use of the Project Occupant or Permittees of any Premises to which such Exclusive Use Area may be appurtenant.

1.1.64 Project Infrastructure Improvements. All lines, pipes, conduits and other equipment or facilities reasonably required to provide water, electricity, gas, sewer, telecommunications, data communication or other necessary utility services to the Project Common Area or any two (2) or more Premises within the Covered Property, as well as all drainage improvements, street or access improvements, power generation or storage equipment, or other infrastructure facilities or improvements located within the Project Common Area, or pursuant to any easements reserved in Section 7.2.3 below, on any other portion of the Covered Property, which serve any two or more Premises within the Covered Property. Project Infrastructure Improvements shall not include any facilities or improvements constituting Occupant Infrastructure Improvements.

1.1.65 Project Insurance. Any insurance coverage maintained by Declarant pursuant to Section 8.1 below affording coverage against (i) damage, loss or other casualties affecting the Project Facilities or any other portion of the Project Common Area, (ii) liabilities arising from use or occupancy of the Project Facilities or any other portion of the Project Common Area or (iii) any other insurable liabilities, costs or expenses incurred by the Project Operator in connection with occupancy, use, operation and maintenance of the Project pursuant to this Declaration.

1.1.66 Project Obligations. Indebtedness incurred on behalf of Declarant for payment of Project Expenses exceeding the amount of available Project Revenues at any time.

1.1.67 Project Occupant. Any person or entity holding fee title to any Premises within the Covered Property as well as any person or entity holding a ground leasehold interest in any Premises through a direct ground lease with Declarant as ground lessor. In the event that Declarant or any affiliate thereof develops any Premises for purposes of conducting a District Use thereon, Declarant or such affiliate shall constitute a Project Occupant for purposes of such Premises only. In the event that fee title or a ground leasehold interest in any Premises is jointly held by two or more persons or entities, each such party shall be a Project Occupant and the liability of each such Project Occupant under this Declaration shall be joint and several. The term Project Occupant shall not include any sublessee, space tenant, licensee, or other Permittee of any Project Occupant; provided that a Project Occupant may, with the consent of Declarant which may be withheld in Declarant's sole discretion, assign its rights hereunder to a sublessee of all (but not less than all) of a Project Occupant's interest in a particular Premises pursuant to a written assignment executed by the assigning Project Occupant, such sublessee and Declarant. No such assignment shall relieve the assigning Project Occupant from liability for payment of any charges, fines or other costs and expenses allocable to the Project Occupant's Premises hereunder. The term "Project Occupant" shall not include a mortgagee of any Premises notwithstanding the prior commencement of any actions or proceedings to foreclose upon the interest of a Project Occupant in such Premises unless and until title to the mortgaged interest passes to such mortgagee.

1.1.68 Project Operator. The corporation or other entity designated by Declarant pursuant to Section 2.1 below to have authority as Declarant's agent over, and responsibility for, operation and maintenance of the Project, enforcement of this Declaration and performance of all other obligations assigned to the Project Operator as set forth in this Declaration or in the Asset Management Agreement.

1.1.69 Project Revenues. All revenues received by the Project Operator (as Declarant's agent) from operation of the Project, including Assessments collected from Project Occupants, amounts charged to Project Occupants due to noncompliance with the Governing Documents, and revenues derived from operation of the Project Facilities or any other component of the Project Common Area (including revenues or other amounts collected from third-party operators thereof).

1.1.70 Regular Assessment. A charge levied against the Project Occupants on an annual basis to fund payment of Common Expenses.

1.1.71 Remediation Facilities. Pipelines, pumps, monitoring wells, treatment facilities and other equipment and facilities, including associated utility improvements, installed or operated by the City, the United States of America (acting by and through the Department of the Navy), or any other governmental agency or authority, for purposes of monitoring or remediating environmental conditions within the Project.

1.1.72 Required Restoration. Any repair or restoration of any Common Maintenance Item which the Project Operator is obligated to perform pursuant to Section 3.4.2 below.

1.1.73 Replacement Reserves. Replacement Reserves means those Assessment funds set aside pursuant to Section 5.2.1.1 below for the purposes contemplated therein.

1.1.74 Restoration Costs. All costs incurred by the Project Operator to repair any damage to, or for replacement of, any Common Maintenance Item damaged or destroyed due to a Taking or Casualty Event.

1.1.75 Restoration Proceeds. Any amounts recovered by Declarant in connection with a Taking or Casualty Event affecting a Common Maintenance Item, including insurance proceeds, condemnation proceeds, reimbursement of Restoration Costs from the responsible Project Occupant(s) and any damages recovered from any other responsible third party.

1.1.76 Rules and Regulations. Any rules, regulations, policies or procedures (or amendments thereof) that the Project Operator may issue from time to time, pursuant to the authority established in Section 2.2.1 below, regarding occupancy, use or maintenance of any Premises, Project Common Area or other portions of the Project. Rules and Regulations may include, without limitation, the Parking and Traffic Rules and any maintenance standards promulgated by the Project Operator from time to time.

1.1.77 Sign Program. Any design guidelines or signage program implemented by Declarant or the Project Operator from time to time as contemplated in Section 6.11 below.

1.1.78 Special Benefit Area. Any group of one or more Premises within the Project, as designated by the Project Operator in its reasonable discretion pursuant to Section 5.3.4 below, who receive special services or other benefits provided by the Project Operator which are not otherwise provided to all other Premises within the Project.

1.1.79 Special Benefit Assessment. An Assessment imposed on the Premises located within a Special Benefit Area to recover costs allocated to the Special Benefit Area pursuant to Section 5.3.4 below.

1.1.80 Submittal. Any plans, specifications, drawings, documents or other data that must be submitted to the Approving Authority pursuant to the Design Guidelines as a condition to review and approval of Premises Improvements or Premises Alterations pursuant to Section 4.1 below.

1.1.81 Supplemental Declaration. An instrument executed and recorded by Declarant to add additional real property to the Covered Property or to otherwise amend or supplement all or any portion of the provisions of this Declaration in accordance with Article XI below.

1.1.82 Taking. Any condemnation by exercise of the power of eminent domain or any sale under threat of the exercise of the power of eminent domain which has the effect of transferring title to any portion of the Covered Property from Declarant or any Project Occupant thereof to any other federal, state or local governmental authority or public or private utility, or which otherwise results in the transfer thereto of any easements or other exclusive use rights over any portion of the Covered Property.

1.1.83 Total Building Area. The aggregate amount of Building Area within all Premises Improvements within the Project for which Assessments have commenced pursuant to Section 5.3.1.1 below.

1.1.84 Transfer Date. The effective date for the transfer of the rights and obligations of the Project Operator hereunder to an Association formed by Declarant pursuant to Section 11.4.1 below.

1.2 INTERPRETATION.

1.2.1 **General Rules**. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for operating a commercial common interest development and for maintaining the Project. As used in this Declaration, the singular includes the plural and the plural, the singular. The masculine, feminine and neuter each includes the others, unless the context dictates otherwise. Any reference in this Declaration to time of performance of obligations or to elapsed time means consecutive calendar days, months or years, as applicable, unless otherwise expressly provided.

1.2.2 **Articles, Sections and Exhibits**. The Article and Section headings have been inserted for convenience only and may not be considered in resolving questions of interpretation or construction. Unless otherwise indicated, any references in this Declaration to articles, sections or exhibits are to Articles, Sections and Exhibits of this Declaration. Exhibit A through Exhibit C attached to this Declaration are incorporated herein by this reference.

1.2.3 **Priorities and Inconsistencies**. If there are conflicts or inconsistencies between this Declaration and any Rules and Regulations issued by the Project Operator from time to time, the more restrictive provision shall prevail provided such Rules and Regulations are

otherwise in compliance with Section 2.2.1 below. If there are direct conflicts or inconsistencies between the terms of the Conveyance Documents for a particular Premises and the provisions of this Declaration (as amended or supplemented by any Supplemental Declaration recorded against such Premises) or any Rules or Regulations issued pursuant thereto, the terms of the Conveyance Documents will prevail.

1.2.4 **Severability.** The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

1.2.5 **Statutory References.** All references made in this Declaration to statutes are to those statutes as currently in effect or to subsequently enacted replacement statutes.

ARTICLE II PROJECT MANAGEMENT

2.1 RESERVATION AND DELEGATION OF MANAGEMENT AUTHORITY. Declarant hereby reserves the right, power and authority to take all actions reasonably required to manage operation of the Project, as more particularly described in this Article II. Without limiting the foregoing, pursuant to the Asset Management Agreement, Declarant has designated ATEP Facilities Corporation, a California nonprofit public benefit corporation, as the “**Project Operator**” and has delegated to the Project Operator the authority and responsibility to (i) operate the Project Facilities, (ii) maintain the Common Maintenance Items, (iii) enforce the provisions of this Declaration, as amended from time to time, as well as any Rules and Regulations or other guidelines issued pursuant hereto, and (iv) otherwise exercise all authority and satisfy all responsibilities delegated to the Project Operator pursuant to this Asset Management Agreement and this Declaration. Declarant may delegate to the Project Operator such additional authority or responsibilities as may be reserved to Declarant in the Conveyance Documents for any Premises(s) within the Project; provided (i) such delegation is expressly set forth in the applicable Conveyance Documents or in a Supplemental Declaration recorded against the affected Premises and (ii) any additional expenses associated with the Project Operator’s exercise of such rights or performance of such obligations shall be assessed only against the Project Occupant(s) of the affected Premises(s) and shall not be included in Common Expenses chargeable to all Project Occupants.

2.1.1 **Granting Rights.** Declarant expressly reserves the sole right and power to grant exclusive or nonexclusive easements and, either directly or through the Project Operator as its duly-authorized agent, licenses, rights-of-way or other access rights within the Project to the extent reasonably required: (a) for the provision of utilities and other services to the Project, (b) in connection with construction and development of Premises Improvements or Project Facilities, (c) for purposes of conformity with the as-built location of Project Facilities or Premises Improvements (but only to extent such Premises Improvements are approved by and constructed in accordance with the applicable Conveyance Documents or otherwise authorized by Declarant or the Project Operator), (d) in connection with any lawful lot line adjustment, or (e) for other purposes consistent with the intended use and development of the Covered Property.

The foregoing authority and power includes the right to create and convey easements or licenses over portions of the Project Common Area to one or more Project Occupants, provided that no such easements or licenses affecting the Project Common Area shall unreasonably impede access to the Premises Improvements located on any other Premises or otherwise materially adversely and unreasonably impair occupancy thereof.

2.2 AUTHORITY AND RESPONSIBILITIES OF THE PROJECT OPERATOR.

Pursuant to the Asset Management Agreement, Declarant has assigned to the Project Operator the following responsibilities and authority (provided that such responsibilities and authority shall not constitute an obligation unless specifically stated herein):

2.2.1 Rulemaking Authority. The Project Operator shall have the authority to establish Rules and Regulations for the operation, maintenance, occupancy and use of the Project, subject to approval thereof by Declarant as well as the limitations set forth in Section 2.2.1(a) below. The foregoing rulemaking authority shall include the authority to modify, rescind or create exceptions to any such Rules and Regulations. The Rules and Regulations may include Parking and Traffic Rules, maintenance standards, restrictions on use of the Project or regulation of any other aspects of the Project over which the Project Operator has responsibility or control pursuant to the Governing Documents.

(a) Limitations. The Rules and Regulations established by the Project Operator shall be enforceable only to the extent they are consistent with the terms of the Governing Documents and do not otherwise violate (or require any Project Occupant to violate) any Legal Requirements applicable to the Project. No issuance of new Rules and Regulations or modifications to existing Rules or Regulations (but expressly excluding any clarifications of pre-existing Rules or Regulations) shall require a Project Occupant to dispose of personal property or Premises Improvements located on such Project Occupant's Premises prior to the issuance of the new or modified Rule or Regulation if such personal property or Premises Improvements otherwise complied with the Governing Documents and the applicable Conveyance Documents prior to issuance or modification of such Rule or Regulation; provided that the foregoing exemption shall apply only during the term of such Project Occupant's occupancy of the applicable Premises and shall not apply to subsequent Project Occupants who acquires the right to occupy such Premises thereafter. Nothing in this Section 2.2.1(a) shall be deemed to exempt any Project Occupant from the obligation to fully comply with the Environmental Requirements or other applicable Legal Requirements, including any subsequent additions to or modifications of any such Environmental Requirements or other Legal Requirements.

(b) Exculpation. Neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of the establishment of (or failure to establish) any Rules or Regulations or amendments, restatements, deletions, and/or waivers thereof in accordance with this Section 2.2.1.

2.2.2 Enforcement/Compliance Authority. The Project Operator shall have the authority to enforce the Governing Documents in accordance with Article X below, including the right to impose fees or fines for any violations of the Governing Documents. Such enforcement authority shall include the authority to enforce any Parking and Traffic Rules

implemented for or otherwise applicable to the Project as set forth in Section 6.9 below. The Project Operator shall further have authority, subject to the direction and control of Declarant, to monitor compliance with all Legal Requirements applicable to the Project and any related obligations imposed under the Conveyance Documents, such as use restrictions, development conditions, environmental restrictions, non-discrimination covenants and covenants regarding the provision of educational opportunities. Any breach or other non-performance of such obligations arising hereunder or under applicable Legal Requirements as to any Premises shall constitute a breach under the applicable Conveyance Documents in addition to a violation hereof, provided that the foregoing shall not be deemed to limit the rights or remedies of Declarant or the Project Operator hereunder in connection with any such violation.

2.2.3 Contracting Authority. The Project Operator shall have the authority to enter into contracts or other agreements with third-party providers in order to obtain required goods or services for the benefit of the Project or the Project Occupants, including (but not limited to) property management services, marketing services, information technology services, utilities, design/architectural services and security services, as well as contracts for maintenance and repair of the Project Common Area or Project Infrastructure Improvements within the Project (including contracts for maintenance and operation of any Project Facilities). The Project Operator shall further have the authority to enter into mutual benefit agreements, cost-sharing agreements or other agreements with adjacent property owners or Governmental Authorities regarding common maintenance, shared improvements, reciprocal or non-reciprocal use or access, environmental remediation or any other matter concerning the Project and/or benefitting the Project Occupants. Finally, the Project Operator shall have the authority to enter into agreements with a Project Occupant regarding the provision of special services or benefits to such Project Occupant which the Project Operator is not otherwise obligated to provide pursuant to the Governing Documents, provided that such agreement shall require that all costs thereof be reimbursed by, or otherwise solely allocated to, the Project Occupant receiving such special services or benefits.

2.2.4 Risk Management Authority. The Project Operator shall have the authority and responsibility to manage the Project Insurance required pursuant to Section 8.1 below. The Project Operator's risk management authority shall further include the authority to file or settle insurance claims and, subject to the direction and control of Declarant, the authority to commence, prosecute, defend or settle litigation matters relating to operation of the Project on behalf of the Declarant, including any personal injury, property damage, condemnation or other claims filed against or accruing to the benefit of the Project or Declarant.

2.2.5 Financial Management Authority. The Project Operator shall have control of the financial management of the Project in accordance with Article V below, including without limitation, the authority to take the following actions for the benefit of the Project:

- (a) determine Annual Budgets for Common Expenses;
- (b) collect Assessments from Project Occupants on behalf of Declarant to fund payment of Common Expenses;
- (c) establish and maintain Replacement Reserves to fund long-term repairs and replacements;

- (d) manage payment of Common Expenses; and
- (e) assist Declarant in obtaining and managing Project Obligations.

2.2.6 Architectural and Construction Control Authority. The Project Operator shall have the authority to implement and enforce the Design Guidelines developed by the Declarant as well as any other architectural controls for construction of Premises Improvements and Project Facilities hereafter approved by Declarant. Project Operator shall further have the authority to implement and enforce the provisions of the Contractor's Manual providing for management of construction activity within the Project, in accordance with Article IV below; provided that Declarant shall have the sole power to approve amendments to the Design Guidelines and the Contractor's Manual to incorporate any additions or revisions which the Project Operator may determine to be reasonably required and in the best interest of the Project.

2.2.7 Management Authority over Project Common Area. The Project Operator shall have the authority and obligation to maintain and operate the Project Common Areas and all Project Facilities and Project Infrastructure Improvements located within the Project, including vehicular and pedestrian accessways, parking areas, transit facilities or other Project Facilities, on behalf of Declarant. The foregoing shall include the authority to design, construct, operate, maintain, repair and restore Project Facilities. The Project Operator shall further have the authority to permit or restrict use of the Project Facilities, including the right to license portions of the Project Facilities for short-term use by one or more Project Occupants or other Persons, for the conduct of special events, construction staging or other temporary uses.

2.2.8 Authority to Operate Project-Wide Programs. The Project Operator, acting on behalf of Declarant, shall have the authority to design, implement and operate Project-wide programs for the benefit of the Project and the Project Occupants, such as dedicated transit shuttles, ridesharing or other traffic management programs, as well as recycling/sustainability or other environmental education programs. The Project Operator shall further have the authority to conduct social and cultural activities and other Project-wide programs for the benefit of the Project Occupants to serve the educational, environmental, cultural and civic goals of the Project.

2.2.9 Political Activities. The Project Operator, with the approval of the Declarant, shall have the right to engage in federal, state or local political activities or activities intended to influence a governmental action directly related to development, operation and occupancy of the Project, including endorsement or support of legislative or administrative actions affecting such matters; provided that the Project Operator may not engage in any activities, make political contributions (including in-kind contributions) or otherwise expend any portion of the revenues collected from the Project Occupants pursuant to Article V below in support of any particular candidate(s) for political office.

2.3 FORMATION OF COMMITTEES; DELEGATION. Subject to any approval requirements or other limitations as may be set forth in the Asset Management Agreement, the Project Operator may appoint committees of Project Occupants and/or employees or agents of Declarant or the Project Operator, in each case to advise the Project Operator on any matters

within the Project Operator's jurisdiction; provided that such appointment shall not constitute a further assignment or delegation of the Project Operator's authority or responsibilities hereunder.

ARTICLE III PROJECT MAINTENANCE, SERVICES AND RESTORATION

3.1 MAINTENANCE OBLIGATIONS.

3.1.1 Maintenance Obligations of the Project Operator. The Project Operator shall be responsible for maintenance and repair of the Project Common Area, including any Project Facilities or landscaping areas located therein. Declarant may from time to time designate additional components of the Project to be maintained by the Project Operator. The components of the Project to be maintained by the Project Operator pursuant to this Declaration (collectively, the "***Common Maintenance Items***") shall include, without limitation, (a) interior and exterior maintenance of Project Facilities and (b) maintenance, repair and replacement of walkways, drive aisles, parking areas and other hardscape areas within the Project Common Area as well as irrigation and maintenance of any landscape areas located thereon. The Common Maintenance Items shall not include maintenance of: (i) any Exclusive Use Areas or improvements located therein which are controlled or used exclusively by the Project Occupant or Permittees of the Premises to which such Exclusive Use Area is appurtenant, (ii) any portion of the Project Common Area dedicated to and accepted for maintenance by the City or any other Governmental Authority, (iii) any portion of the Project Common Area subject to the easement rights of any party to the extent the holder of such easement is responsible for maintenance thereof, (iv) any vacant land not yet conveyed (in fee or leasehold) to any Project Occupant for development and use thereof, or (v) any portion of the Project dedicated exclusively to a District Use.

3.1.1.1 Damage by Project Occupants. Each Project Occupant shall be liable for all costs incurred by Declarant or the Project Operator arising out of (i) damage to any portion of the Project Common Area or other Common Maintenance Item, or (ii) damage to, disturbance of, or interference with, the operation of any Remediation Facilities within the Project, in each case arising due to the acts or omissions of such Project Occupant or its Permittees. The Project Operator may levy a Compliance Assessment on the Premises of the responsible Project Occupant in an amount sufficient to recover such costs and expenses; provided however, that no such Compliance Assessment shall relieve the responsible Project Occupant for personal liability therefor. No such Compliance Assessment may be levied without ten (10) days' prior written notice to the responsible Project Occupant and a reasonable opportunity for such Project Occupant to request a Hearing pursuant to Section 10.1.3 below to dispute responsibility for the alleged damage, disturbance or interference. In connection with any such damage, disturbance or interference, the Project Operator shall further have the right, but not the obligation, to submit an insurance claim for recovery of associated costs and expenses against the Project Insurance or any insurance carried by or on behalf of the responsible Project Occupant. In the event that the Project Operator so elects to file an insurance claim, the responsible Project Occupant shall remain responsible for any deductible payable on such claim as well as any other uninsured portions of the Project Operator's associated costs or liabilities. If

the fee or leasehold interest in any Premises is jointly held by two or more Project Occupants, the liability of its Project Occupants for such costs shall be joint and several.

3.1.1.2 Maintenance Standards. The Common Maintenance Items shall be maintained in compliance with all applicable Legal Requirements and otherwise in a clean, safe, sanitary and attractive condition reasonably consistent with maintenance standards for similarly-situated educational or commercial office projects in the Central Orange County Area. Subject to the foregoing, the Project Operator shall determine, in its reasonable discretion, the frequency and level of maintenance for the Common Maintenance Items. Each Project Occupant shall notify the Project Operator immediately upon discovery of any dangerous or defective condition within any portion of the Project Common Area which could cause injury to persons or property occupying, entering or otherwise located on such Premises. The Project Operator shall have the right to enter onto any Premises within the Project (including entry into interior portions of any Premises Improvements) to the extent reasonably required for purposes of maintaining any Common Maintenance Items located on or adjacent to such Premises.

3.1.2 **Project Occupant Maintenance Obligations.** Each Project Occupant shall be responsible for maintaining the Premises Improvements located on such Project Occupant's Premises or within any Exclusive Use Areas appurtenant thereto, as well as such other areas located on or adjacent to such Project Occupant's Premises as may be designated for maintenance by the Project Occupant in the applicable Conveyance Documents or any Supplemental Declaration recorded against such Premises (collectively, the "***Occupant Maintenance Items***"). The Occupant Maintenance Items shall include, without limitation, maintenance of any landscaping areas, parking areas, walkways or other hardscape located on such Premises or any Exclusive Use Area appurtenant thereto. In no event shall the Project Operator have any obligation to maintain any Occupant Maintenance Item; provided that the foregoing shall not limit the right of the Project Operator, as contemplated in Section 3.1.2.2 below, to perform maintenance of an Occupant Maintenance Item upon the failure of the responsible Project Occupant to do so. The Project Operator, in its sole discretion, may enter into a written agreement with any Project Occupant to maintain one or more Occupant Maintenance Items on behalf of such Project Occupant, provided that such agreement obligates the Project Occupant to fully reimburse the Project Operator for all expenses incurred in connection therewith. In the event that any single Premises within the Project is occupied by two (2) or more Project Occupants, the responsibility for maintaining the Occupant Maintenance Items associated with such Premises shall be the joint and several responsibility of each such Project Occupant unless otherwise set forth in a Supplemental Declaration executed by Declarant and such Project Occupants.

3.1.2.1 Maintenance Standards. The Occupant Maintenance Items shall be maintained in a neat, safe and sanitary condition in compliance with applicable City codes and other Legal Requirements and in accordance with the provisions of the applicable Conveyance Documents as supplemented by any maintenance standards that may be promulgated by the Project Operator from time to time.

3.1.2.2 Failure to Maintain; Emergency Situations. The Project Operator shall periodically cause an inspection of the Project to be conducted to detect any violations of the Project Occupant's obligations under this Section 3.1.2. If any Project

Occupant permits an Occupant Maintenance Item to fall into disrepair or to become unsafe, unsightly or unattractive, or otherwise fails to maintain any such Occupant Maintenance Item in accordance with the requirements of this Section 3.1.2, then in addition to any other remedies available at law or in equity, the Project Operator shall have the authority, but not the obligation, to enter upon such Project Occupant's Premises or Exclusive Use Area to make such repairs or to perform such maintenance at the sole expense of the responsible Project Occupant. Prior to such entry, the Project Operator shall first provide ten (10) days' advance notice to the Project Occupant which notice shall afford the Project Occupant an opportunity to cure such failure and/or to request a Hearing pursuant to Section 10.1.3 below to dispute the alleged failure to maintain, or responsibility for maintenance of, the applicable component of the Project. Notwithstanding the foregoing, the Project Operator may perform the maintenance immediately, without prior notice or right to Hearing, (a) if the Project Operator reasonably determines that immediate maintenance is required to avoid a material risk or imminent threat of damage to any property or injury to any Persons within any other portion of the Project or (b) under any circumstances in which the failure to perform the required maintenance in a timely manner could constitute a default under any Legal Requirements or could expose Declarant or the Project Operator to liability for fines or penalties relating to a violation of applicable Legal Requirements, or (c) in any circumstance which otherwise constitutes an emergency situation. In addition, if a Project Occupant fails to maintain any Premises Improvement located within its Premises or any Exclusive Use Area appurtenant thereto, and the Project Operator reasonably determines that such Premises Improvement in its then-current condition poses a material risk of substantial injury to persons within any other portion of the Project, the Project Operator shall have the right to remove the Premises Improvement at the sole expense of the responsible Project Occupant. Any expenses incurred by the Project Operator in performing maintenance or repair of any Occupant Maintenance Item or taking any other action authorized by this Section 3.1.2.2 shall be reimbursed by the responsible Project Occupant upon demand and the Project Operator shall have the right to impose a Compliance Assessment on the Premises of the responsible Project Occupant if required to collect such amounts.

3.1.3 Maintenance of Utility and Infrastructure Improvements. The Project Operator shall maintain and repair, or cause the City or other responsible public or private utility operator to maintain and repair, all Project Infrastructure Improvements. Notwithstanding the foregoing, the Project Operator shall not be responsible for maintaining or repairing any Occupant Infrastructure Improvements. The Project Occupant of the Premises or Premises Improvements served by such Occupant Infrastructure Improvement shall be solely responsible for maintenance and repair thereof.

3.1.4 Disputes Regarding Maintenance Obligations. If a dispute arises between Project Occupants or between one or more Project Occupants and the Project Operator regarding the allocation of maintenance responsibilities pursuant to this Article III, or if any Project Occupant otherwise disputes responsibility for payment of any expenses incurred by the Project Operator pursuant to Section 3.1.1.1 or Section 3.1.2.2 above, any Project Occupant(s) involved in such dispute may request a Hearing to resolve such dispute in accordance with Section 10.1.3 below.

3.2 ENVIRONMENTAL COMPLIANCE. Each Project Occupant shall comply, and shall cause all of its Permittees to comply, with all Environmental Requirements applicable to

maintenance and occupancy of the Premises thereof. The Project Occupants shall not use or dispose of, nor permit the use or disposal by any of its Permittees of, any Hazardous Substances except in strict compliance with all Environmental Requirements. Each Project Occupant shall protect, indemnify, defend (with counsel reasonably acceptable to Declarant), and hold the Declarant and the Project Operator, and each of their respective directors, officers, employees, agents, lenders, successors and assigns, harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorneys' fees, to the extent arising as a result (directly or indirectly) of, or in connection with, any violation of Environmental Requirements occurring on such Project Occupant's Premises (other than as a result of any activities of the Project Operator thereon) or, to the extent arising from actions of such Project Occupant or any Permittee thereof, elsewhere within the Project. Each Project Occupant shall in no event cause, and shall be responsible for preventing its Permittees from causing, any damage, disturbance or interference with the operation of any Remediation Facilities located on such Project Occupant's Premises or within any other location within the Project.

3.3 PROJECT SERVICES.

3.3.1 Services to Project Common Area. The Project Operator shall secure all electrical, water or other utility services necessary for operation and maintenance of the Project Common Area and any Project Facilities located therein. The Project Operator shall further ensure trash removal service for the Project Common Area and Project Facilities, whether through public municipal services or from private trash removal providers.

3.3.2 Services to Premises Improvements. The Project Operator shall have no obligation to provide utilities, trash removal or other services to any Premises or any Exclusive Use Areas appurtenant thereto. All such utilities and services shall be obtained by the Project Occupants directly from the City or other applicable public or private providers, at the sole expense of the Project Occupant or its Permittees.

3.3.3 Security Services. Each Project Occupant shall be solely responsible for providing security services for its respective Premises. The Project Operator shall have the authority, but not obligation, to provide security for the Project Common Area or any Project Facilities located therein provided that any such security services furnished by the Project Operator shall be subject to the disclaimer set forth in Section 12.8.5 below.

3.4 RESTORATION AFTER CASUALTY OR CONDEMNATION.

3.4.1 Restoration of Premises Improvements. Each Project Occupant shall be solely responsible for ensuring the repair and restoration of any Occupant Maintenance Item damaged or destroyed as a result of a Casualty Event or Taking. Such repair or restoration work shall be commenced and completed with due diligence in accordance with the terms of the applicable Conveyance Documents. In the event of any direct conflict between the provisions of this Section 3.4.1 and the provisions of the applicable Conveyance Documents, the provisions of the Conveyance Documents shall prevail. As soon as practical after the occurrence of any such Casualty Event or Taking, the Project Occupant of the affected Premises shall implement measures to ensure that the site is maintained in a secure and safe manner pending completion of the required repairs and/or reconstruction, including installation of appropriate fencing to screen

any affected portion of the Project Occupant's Premises from view of the Project Common Area or other Premises and to otherwise prevent entry onto the affected portions of such Premises by unauthorized persons. In the event that the responsible Project Occupant fails to secure the site in a safe condition as required above, the Project Operator shall have the right to install such fencing or other protective measures as the Project Operator determines are reasonably necessary at the sole expense of the responsible Project Occupant. All debris or rubble from any such damage or destruction shall be promptly removed from the Project by the Project Occupant of the affected Premises. In the event that such Project Occupant fails to remove such debris or rubble within thirty (30) days after the occurrence of the damage or destruction, the Project Operator shall have the right to cause removal of all such debris at the sole expense of the responsible Project Occupant. All expenses incurred by the Project Operator in installing safety measures or removing rubble or debris pursuant to this Section 3.4.1 shall be reimbursed by the responsible Project Occupant and may be recovered through imposition of a Compliance Assessment on the affected Premises.

3.4.2 Project Operator Obligations. Subject to the limitations set forth below, the Project Operator shall be responsible for repair and restoration of any Common Maintenance Item damaged or destroyed as a result of a Casualty Event or Taking; provided that the Project Operator's restoration obligations shall be limited to repair or restoration reasonably required to: (i) restore essential utility services and reasonable pedestrian and vehicular access to the Premises within the Project, (ii) ensure the Project's continued compliance with applicable Legal Requirements and (iii) otherwise provide a level of functionality and amenities comparable to similarly-situated educational or commercial office projects within the Central Orange County Area (in each case, a "**Required Restoration**"). The Project Operator shall further have the right, but not the obligation, to repair or restore any damaged Common Maintenance Items which do not otherwise constitute a Required Restoration (each, a "**Discretionary Restoration**"). In performing any Required or Discretionary Restoration, the Project Operator shall have authority to restore or replace the affected Common Maintenance Item in a manner different in design, location, configuration or function from the condition of such Common Maintenance Item prior to damage or destruction, provided that such restoration or repair otherwise complies with applicable Legal Requirements and, as to any Required Restoration only, satisfies the requirements for a Required Restoration set forth above.

3.4.3 Restoration Costs. All costs incurred by the Project Operator to perform any Required or Discretionary Restoration (collectively, "**Restoration Costs**") shall be funded through one or more of the following sources (collectively, "**Restoration Proceeds**"): (i) filing of an insurance claim; (ii) collecting Restoration Costs directly from the responsible Project Occupant (if any); or (iii) recovering damages at law against any third party responsible for such damage or destruction (including assertion of a claim for damages in condemnation or otherwise against a responsible Governmental Authority). In the event that Restoration Proceeds obtained through any of the foregoing methods are insufficient to fully fund the Restoration Costs for any Required Restoration, the Project Operator shall have the right to fund such excess Restoration Costs by either (a) incurring debt obligations, the payments on which shall be included in Common Expenses allocable to the Project Occupants pursuant to Section 5.2 below, (b) obtaining government grants or other funds from public sources, or (c) imposing a Capital Improvement Assessment or Extraordinary Assessment pursuant to Section 5.3.5 and Section 5.3.6 below in an amount sufficient to fund the excess Restoration Costs.

3.4.3.1 Insurance and Third Party Claims. Subject to Declarant consent and on behalf thereof, the Project Operator shall have full discretion and sole control over the filing, processing and settlement of any claim made against the Project Insurance or other sources for recovery of Restoration Costs. The Project Operator shall further have full discretion and sole control over filing, processing and settling claims against insurance coverage maintained by any Project Occupant responsible for the underlying damage or destruction pursuant to Section 3.1.1.1 above; provided that nothing herein shall obligate the Project Operator to file a claim against the Project Insurance prior to seeking recovery of Restoration Costs from the responsible Project Occupant. Any insurance proceeds or other amounts recovered by the Project Operator in connection with damage, destruction or Taking of a Common Maintenance Item shall remain under the sole possession and control of Declarant for application towards Restoration Costs relating thereto. In no event shall any Project Occupant or any mortgagee thereof have any claim against, or otherwise be entitled to payment of, any amounts recovered on behalf of Declarant in excess of Restoration Costs and associated costs of recovery and collection ("**Excess Proceeds**"); provided that a responsible Project Occupant who previously paid any portion of the associated Restoration Costs, either directly or by reimbursement to the Project Operator pursuant to Section 3.1.1.1 above, may be entitled to reimbursement for such payments up to, but not exceeding, the amount of Excess Proceeds, if any, recovered from such Project Insurance. Any Excess Proceeds remaining after completion of the required repair or restoration shall be applied towards payment of Project Expenses.

ARTICLE IV DESIGN REVIEW AND CONSTRUCTION ACTIVITY

4.1 ARCHITECTURAL REVIEW REQUIREMENTS.

4.1.1 **Initial Premises Improvements.** Construction of initial Premises Improvements shall be subject to approval and control of Declarant on the terms set forth in the Conveyance Documents; provided that such Conveyance Documents or any Supplemental Declaration recorded against the applicable Premises may delegate architectural approval of initial Premises Improvements to be constructed thereon to the Approving Authority, in which event such initial Premises Improvements shall be subject to the provisions of Section 4.1.2. Initial construction of Premises Improvements intended for District Use shall not be subject to architectural review by the Approving Authority provided that such Premises Improvements otherwise comply with the Design Guidelines established by Declarant as of the commencement of such initial construction.

4.1.2 **Premises Alterations.** From and after completion of such initial Premises Improvements, no Project Occupant shall cause or permit any portion of the Premises Improvements located on such Project Occupant's Premises or any Exclusive Use Area appurtenant thereto to be constructed, installed, reconstructed, replaced, relocated, removed, demolished or otherwise altered in any manner (each, a "**Premises Alteration**") except in strict compliance with all applicable Legal Requirements and the requirements of this Article IV, including any Design Guidelines implemented by the Project Operator pursuant to Section 4.2 below. The following types of Premises Alterations shall further require review and approval by the Approving Authority pursuant to Section 4.3 below:

- (a) any Premises Alterations affecting the exterior of any Premises Improvements or which would otherwise be visible from outside of any such Premises Improvements;
- (b) any Premises Alterations that would adversely impact the operation of Project Infrastructure Improvements, the Remediation Facilities or any utilities serving the Project Facilities or any other portion of the Project Common Area;
- (c) any Premises Alterations which would increase parking requirements for the Project or otherwise cause any other portion of the Project to be out of compliance with applicable Legal Requirements;
- (d) any Premises Alterations that would cause an increase in the cost of, or otherwise adversely affect coverage under, the Project Insurance or insurance to be carried by the Project Occupant of any other Premises within the Project;
- (e) any Premises Alterations which would materially adversely impact the use of the Project Common Area by other Project Occupants or Permittees thereof; and
- (f) any Premises Alterations which would otherwise materially impair the use and occupancy of any other Premises within the Project (other than temporary minor impacts resulting from construction activity related to such Premises Alterations), including without limitation any Premises Alterations which would unreasonably interfere with existing drainage patterns within the Project.

4.1.3 Alterations to the Project Common Area. No construction or other work of improvement which alters or adversely affects the Project Common Area, including any alterations to any Exclusive Use Area within the Project, shall be made or done without the prior written consent of the Project Operator, which consent may be withheld or conditioned in the Project Operator's sole discretion. In no event shall any Project Occupant have the right to install fences or other barriers across any portion of the Project Common Area in a manner which would impair pedestrian or vehicular circulation through the Project without the consent of the Project Operator.

4.1.4 Exemptions, Waivers and Variances. Except as set forth in Section 4.1.1 above, design review by the Approving Authority shall not be required for construction of any Premises Improvements approved by Declarant pursuant to the terms of the applicable Conveyance Documents. Declarant may exempt Premises Improvements within particular portions of the Project from the architectural approval requirements set forth in this Section 4.1, which exemption shall be set forth in the applicable Conveyance Documents or in a Supplemental Declaration recorded against the applicable Parcel(s). The Project Operator, subject to Declarant approval, may exempt specific categories of Premises Alterations from architectural approval requirements hereunder, including without limitation Premises Alterations reasonably required in connection with any regulatory or accreditation requirements associated with any District Uses, or may pre-approve certain types or classes of Premises Alterations if the Project Operator reasonably determines that such exemption or pre-approval would be

appropriate under the circumstances. The Approving Authority may further authorize variances from compliance with the Design Guidelines for a particular Premises Improvement or Premises Alteration when circumstances such as topography, natural obstructions, aesthetic or environmental considerations or hardship warrant such variance. The granting of such a variance will not waive any provisions of the Governing Documents for any purpose except as to the particular Premises Improvement and particular requirement of the Design Guidelines covered by the variance, nor will such variance affect the Project Occupant's obligation to comply with all applicable Legal Requirements or other provisions of the Governing Documents affecting the applicable Premises.

4.2 DESIGN GUIDELINES. Declarant may establish guidelines ("*Design Guidelines*") setting forth architectural standards and design requirements for all Premises Improvements within the Project. The Design Guidelines may, among other criteria, incorporate (directly or by reference) landscape criteria (including permitted plant specifications or other water conservation measures) or signage standards (either directly or by incorporation of a stand-alone Sign Program) or other criteria. In addition, the Design Guidelines shall specify the plans, specifications, drawings and other data (collectively, a "*Submittal*") that must be submitted to the Approving Authority for any Premises Improvement or Premises Alteration requiring review and approval pursuant to Section 4.1 above, as well as response times and other procedural matters applicable to the review process. Declarant shall have the right to update, supplement or modify the Design Guidelines from time to time; provided that no such modification shall require a Project Occupant to redesign or alter any previously-approved Premises Improvements or Premises Alterations which complied with the then-current Design Guidelines at the time of such approval.

4.3 APPROVAL PROCESS.

4.3.1 Approval Standards. The Approving Authority shall review any proposed Premises Improvement or Premises Alteration for conformance to the Design Guidelines, taking into consideration the location, nature, shape, height, width, materials and other design aspects thereof. Without limiting the foregoing, the Approving Authority may disapprove any Submittal if it determines in its sole discretion that the proposed Premises Improvement or Premises Alteration contemplated by such Submittal will not be in harmony or conformity with (a) other existing or proposed Premises Improvements within the Project, (b) the Design Guidelines, (c) applicable Legal Requirements, or (d) any applicable utility plans, circulation plans, parking requirements or other general criteria for the Project. The Project Operator may retain consultants or other persons to assist or advise the Approving Authority in performing its obligations under Article IV.

4.3.2 Required Submittals. Each Submittal shall include all documents, information and materials required by the Design Guidelines. At the discretion of the Approving Authority, partial Submittals may be made and approved, but construction of any Premises Improvement or Premises Alterations may not proceed beyond the scope of the approval received. The Design Guidelines may further require that all plans and specifications to be submitted to the Approving Authority shall be prepared by an architect or engineer licensed to practice in California, and signed by the Project Occupant or by an agent authorized by the Project Occupant in writing. As a condition of the Approving Authority's review of any

Submittal, the Project Operator may charge a reasonable architectural review fee to cover costs of reviewing the Submittal. All approvals or disapprovals by the Approving Authority shall be provided to the submitting Project Occupant in writing and shall, as to any disapproval, contain the reasons for the disapproval.

4.3.3 No Waiver of Future Approvals. The Approving Authority's approval of proposals, plans, specifications, drawings or other components of any Premises Improvement or Premises Alteration shall not waive the Approving Authority's right to withhold approval of any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval.

4.3.4 Compliance with Legal Requirements. Approval of any Submittal by the Approving Authority shall not constitute a representation or warranty that the proposed Premises Improvement or Premises Alteration, or Submittals therefor, comply with building codes or other applicable Legal Requirements. Each Project Occupant shall remain solely responsible for ensuring that all Premises Improvements and Premises Alterations are fully compliant with applicable Legal Requirements and for obtaining all required permits, licenses, inspections and approvals from the City. In the event that the City disapproves or otherwise requires any modifications or revisions to Submittals previously approved by the Approving Authority, the responsible Project Occupant shall provide written notice of the City's action to the Approving Authority (with copies of all revised plans and specifications for further review and approval by the Approving Authority).

4.3.5 Exculpation. Approval of any Submittal by the Approving Authority shall not constitute the assumption of any responsibility by, or impose any liability upon, Declarant, the Project Operator or the Approving Authority with respect to the accuracy or sufficiency of the Submittal. Neither Declarant, the Project Operator, the Approving Authority nor any Person retained by the Approving Authority in connection with the review and approval of any Premises Improvements or Premises Alterations pursuant to this Article, shall be liable in damages to anyone making Submittals as provided herein, or to any Project Occupant or other Person subject to or affected by this Declaration, on account of (a) the approval or disapproval of any Submittal; (b) any construction, performance or nonperformance by a Project Occupant of any Premises Improvement or Premises Alteration or other work within a Premises, whether or not pursuant to approved Submittals; (c) any mistake in judgment, negligence, action or omission in the Approving Authority's exercise of its authority hereunder; or (d) the enforcement of, or failure to enforce, any provisions of the Design Guidelines or other Governing Documents relating thereto. Every Person who makes Submittals for approval of a Premises Improvement or Premises Alteration agrees by reason of such Submittal, and every other Project Occupant of a Premises acquiring an interest in any Premises within the Project shall be deemed to have agreed, not to bring any suit or action seeking to recover any damages in connection with the approval or disapproval of any such Submittal against Declarant, the Project Operator or the Approving Authority or any Person retained by any of the foregoing in connection with the architectural review of such Submittals or other exercise of the authority conferred on the Project Operator and Approving Authority pursuant to this Article IV.

4.4 REGULATION OF CONSTRUCTION WITHIN THE PROJECT.

4.4.1 Construction of Premises Improvements and Premises Alterations.

All Premises Improvements and Premises Alterations shall be constructed or installed in a good and workmanlike manner in full compliance with the approved Submittals for such Premises Improvement or Premises Alteration as well as all Legal Requirements (including any Environmental Requirements) applicable thereto. The Project Occupant shall be responsible for obtaining all necessary permits, licenses and approvals from applicable Governmental Authorities and shall not permit construction to commence prior to obtaining all such required approvals. Without limiting any provisions of the Conveyance Documents relating to liens on the Premises, in no event shall the Project Occupant permit any mechanics' lien to be filed against the Project Common Area or any portion of the Project outside the applicable Premises in connection with any construction on such Premises. The Project Operator shall have the right to make any payments or otherwise take any actions as may be reasonable or appropriate to prevent or remove any such liens and to recover the costs incurred by the Project Operator in connection therewith from the responsible Project Occupant either directly or through imposition of a Compliance Assessment on the Project Occupant's Premises. Each Project Occupant, by acquiring an interest in any Premises within the Project, agrees to indemnify, defend (with counsel reasonably acceptable to Declarant) and hold harmless Declarant and the Project Operator against any losses, costs, expenses (including reasonable attorneys' fees) or liabilities incurred by Declarant or the Project Operator in connection with any such lien.

4.4.2 Contractor's Manual.

All construction activity conducted anywhere within the Project by or on behalf of the Project Occupants or any Permittees thereof shall be conducted in accordance with the provisions of the Contractor's Manual issued to the Project Occupants by Declarant pursuant to the Conveyance Documents. The Contractor's Manual may include, without limitation, safety rules as well as licensing and insurance requirements for contractors, subcontractors and consultants. The Contractor's Manual may further regulate staging of construction materials, access routes and designated parking areas for construction-related vehicles, disposal of construction debris and construction wastewater, limitation on hours for construction activity, noise and dust mitigation measures and any other reasonable and appropriate regulations required to minimize the impact of such construction on the Project and the other Project Occupants. Pursuant to the Contractor's Manual, the Project Operator may further require that any Project Occupant responsible for a major construction project pay a reasonable Construction Management Fee to reimburse the Project Operator's costs incurred (either directly or payable to third parties) in performing inspections and otherwise monitoring compliance with the provisions of the Contractor's Manual. The Project Operator shall have the authority to enforce the Contractor's Manual as well as to issue updates thereto from time to time as approved by Declarant. Prior to commencing any construction activity on a Premises following completion of the initial Premises Improvements, the responsible Project Occupant shall obtain an updated Contractor's Manual from the Project Operator and shall thereafter be responsible for insuring compliance with the provisions thereof.

4.4.3 Construction Security.

Prior to permitting a Project Occupant to commence construction on any Premises, and as a condition thereto, the Project Operator may require the Project Occupant to post a reasonable deposit, bond or other form of security ("**Construction Security**") to secure compliance with the Contractor's Manual and to protect

against damage to, or liens against, the Project Common Area or other portions of the Project resulting from construction on the Project Occupant's Premises. The Project Operator shall be entitled to draw upon the Construction Security for payment of: (i) fines or charges imposed for violations of the Contractor's Manual and (ii) any costs incurred by the Project Operator to (A) remove liens against the Project Common Area, (B) repair damage to the Project Common Area or (C) take any actions reasonably required to prevent damage to property or injury to persons within the Project, in each case resulting from construction on the Project Occupant's Premises.

4.5 ENFORCEMENT.

4.5.1 Inspection Rights. The Project Operator, either directly or through designated agents, shall have the right to enter onto the Premises to inspect all Premises Improvements or Premises Alterations during the course of construction thereof to confirm that the Premises Improvements or Premises Alterations are being constructed in accordance with the approved Submittals and to otherwise ensure compliance with the Contractor's Manual. The foregoing right to inspect shall include the right to require the responsible Project Occupant to take such action as may be necessary to remedy any noncompliance to the Project Operator's reasonable satisfaction. Upon completion of any Premises Improvements or Premises Alterations and inspection thereof by the Project Operator, the Project Occupant shall have the right to obtain an estoppel certificate from the Project Operator confirming approval of such Premises Improvements or Premises Alterations as so completed.

4.5.2 Remedies for Noncompliance. In the event that any construction is commenced or otherwise performed in violation of the approval requirements set forth in Section 4.1 above or otherwise in a manner failing to comply with all applicable Legal Requirements and provisions of the Contractor's Manual, the Project Operator may issue a Notice of Violation to the responsible Project Occupant in accordance with Section 10.1.1 below. Subject to such responsible Project Occupant's right to request a Hearing to dispute such violation pursuant to Section 10.1.3 below, should the responsible Project Occupant fail to remedy the noncompliance described in such Notice of Violation within the time period specified therein, then in addition to any remedies provided under the applicable Conveyance Documents, the Project Operator may record a Notice of Non-Compliance against the applicable Premises pursuant to Section 10.1.1.2 below and/or pursue all other remedies available at law or equity, including without limitation, an action for injunctive relief. Without limiting the foregoing, the Project Operator may impose fines on a Project Occupant for any violation of the provisions of the Contractor's Manual in the amounts and (as to ongoing or recurring violations) with the frequency specified in the Contractor's Manual. If any noncompliant construction or any other violation of the provisions of the Contractor's Manual poses an immediate risk of damage to property or injury to persons within the Project, the Project Operator shall further have the right, but not the obligation, to take such actions as may be reasonably required to prevent such damage or injury, and may recover all costs incurred in connection therewith from the responsible Project Occupant through a Compliance Assessment or application of the Construction Security or any other appropriate method selected by the Project Operator.

ARTICLE V FINANCIAL MANAGEMENT; ASSESSMENTS

5.1 FINANCIAL MANAGEMENT OF THE PROJECT. The Project Operator shall manage and control all financial aspects of Project operations on behalf of Declarant, including, without limitation, the following activities:

- (a) making expenditures or incurring contractual payment obligations in order to maintain the Common Maintenance Items, provide services for the benefit of the Project, the Project Occupants and their Permittees, manage and operate the Project Common Area or otherwise fulfill the Project Operator's responsibilities under this Declaration (collectively, "***Project Expenses***");
- (b) determining and collecting Assessments or fines from the Project Occupants as well as revenues from operation of Project Facilities (collectively, "***Project Revenues***");
- (c) preparing, tracking and updating Annual Budgets for Project Expenses and Project Revenues and otherwise maintaining accounting records and other financial systems to track and manage Project Revenues and Project Expenses;
- (d) maintaining deposit accounts or other banking relationships or financial arrangements for purposes of managing Project Revenues, including the authority, but not the obligation, to establish one or more operational accounts for the benefit of Declarant as reasonably necessary to provide for payment of Common Expenses or Special Benefit Area expenses as well as one or more Replacement Reserve accounts for the purposes contemplated in Section 5.2.1.1 below;
- (e) disbursing Project Revenues in payment of Project Expenses; and
- (f) facilitating Declarant's efforts to arrange or incur Project Obligations.

5.2 RECOVERY OF COMMON EXPENSES.

5.2.1 Scope of Common Expenses. The Project Occupants shall reimburse that portion of the Project Expenses that are reasonably anticipated to be regularly incurred on an annual or more frequent basis (the "***Common Expenses***") through payment of Regular Assessments pursuant to Section 5.3.1 below. Common Expenses shall include the following:

- (a) The cost of maintaining the Project Common Area and any Project Facilities located thereon in accordance with Section 3.1.1 above;
- (b) The cost of insuring and operating the Project Common Area and any Project Facilities located thereon (including reasonable operating reserves);
- (c) The cost of providing utilities to the Project Common Area and Project Facilities;

(d) The cost of providing transportation, security or other Project-wide services, as well as expenses incurred in conducting educational, environmental or other Project-wide programs for the benefit of the Project Occupants and their Permittees;

(e) The cost of satisfying any Project-wide environmental monitoring, inspection or mitigation obligations imposed by applicable Environmental Requirements;

(f) Expenses and fees attributable to managing and administering the Project, including compensation of any professional managers engaged by the Project Operator as well as accounting or audit fees, legal fees, and fees of general contractors, subcontractors, engineers or other consultants providing services to the Project under the direction of the Project Operator;

(g) The cost of any insurance or bonds covering the Project or the Project Operator or any agents or consultants thereof;

(h) Taxes, assessments or other governmental charges levied against the Project Common Area or otherwise payable by Declarant as the owner thereof (if any);

(i) Amounts paid by the Project Operator on behalf of Declarant for discharge of any lien or encumbrance levied against the Project Common Area or any portion thereof; and

(j) All other expenses to be incurred by the District or the Project Operator on a recurring basis for the benefit of the Project or for the common benefit of the Project Occupants or their Permittees.

Notwithstanding the foregoing, Common Expenses shall not include (i) any costs allocated to a Special Benefit Area pursuant to Section 5.3.3 below; (ii) any costs paid or reimbursed by third parties pursuant to cost-sharing agreements or other contracts or agreements entered into by the Project Operator, or (iii) costs paid or reimbursed directly to Declarant pursuant to the terms of any Conveyance Documents.

5.2.1.1 Replacement Reserves. Common Expenses may include a reasonable “**Replacement Reserve**” component if determined by the Project Operator to be advisable to accumulate sufficient amounts to fund (i) payment of non-recurring expenses which would not otherwise be included in the Annual Budget for maintenance, repair or replacement of Common Maintenance Items, (ii) self-insured retentions or deductible obligations under the Project Insurance policies, (iii) the cost of performing upgrades to Common Maintenance Items or (iv) otherwise installing additional Capital Improvements to the Project Common Area. The amount of Replacement Reserves to be maintained will be determined annually by the Project Operator in accordance with prudent property management practices generally applied for similarly-situated educational or commercial office projects in the Central Orange County Area.

5.2.2 **Annual Budget.** Not later than thirty (30) days prior to the end of each fiscal year, the Project Operator shall prepare and distribute to the Project Occupants a reasonably detailed budget (an “**Annual Budget**”) showing the Common Expenses and other Project Expenses that the Project Operator anticipates will be incurred during the following year.

The Project Operator may include a reasonable operating reserve in the Annual Budget to cover unanticipated increases in Common Expenses as well as the Replacement Reserve component as contemplated in Section 5.2.1.1 above. The Annual Budget shall further include an estimate of Project Revenues from Project Facilities or other sources that the Project Operator anticipates will be available to pay a portion of the Project Expenses set forth in the Annual Budget. The Project Operator shall not increase the Annual Budget for Common Expenses for any given fiscal year by an amount exceeding the Adjustment Threshold unless such increase either (a) results from increases in Common Expenses beyond the Project Operator's reasonable control (such as increases in utility costs or insurance premiums for existing insurance coverage) or (b) is otherwise approved by Majority Approval of the Project Occupants.

5.2.2.1 Mid-Year Adjustments to the Budgeted Project Expenses.

The Project Operator may adjust the amount of the Project Expenses set forth in the Annual Budget at any time (but not more frequently than once every six (6) months) if the Project Operator determines in its reasonable discretion that the Assessments being collected for the then-current fiscal year, plus any existing operating reserves or other projected Project Revenue for such fiscal year, will not be sufficient to pay all Project Expenses to be incurred by the Project Operator during such fiscal year. In the event of any such adjustment, the Regular Assessments payable by the Project Occupants for the remaining balance of the fiscal year shall be adjusted pursuant to Section 5.3.3 below.

5.2.3 Inspection Rights of Project Occupants. Each Project Occupant shall have the right to inspect and make copies of all records pertaining to the Project Expenses for a particular fiscal year; provided that any demand for such inspection shall occur within one (1) year after the fiscal year in which such Project Expenses were incurred. Such right of examination shall be exercised during reasonable business hours at the principal records office of the Project Operator and on reasonable prior notice thereto.

5.3 ASSESSMENT OBLIGATIONS.

5.3.1 Nature of Assessment Obligation. Each Project Occupant, by taking leasehold or other title to any Premises within the Project, shall be deemed to covenant to pay such Assessments as may be established from time to time pursuant to this Declaration, including all Regular Assessments, Special Benefit Assessments, Compliance Assessments, Capital Improvement Assessments or Extraordinary Assessments allocated to or otherwise imposed upon such Project Occupant's Premises pursuant to this Section 5.3. All Assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall constitute a charge and a continuing lien on the Premises against which such Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, is also the personal obligation of the Person who was the Project Occupant of the Premises when the Assessment accrued. The personal obligation for delinquent Assessments may not pass to any purchaser of, or other third-party successor to, all or any portion of the Project Occupant's interest in the Premises unless expressly assumed by such purchaser or successor Project Occupant, or unless the purchaser or successor Project Occupant has actual or constructive knowledge of delinquent Assessments, whether by virtue of the recordation of a Lien Notice pursuant to Section 10.2.3 below or receipt from the Project Operator of an estoppel certificate disclosing such delinquent Assessment.

5.3.1.1 Commencement; Continuation of Occupancy. The obligation to pay Assessments for each Premises shall commence as of the first day of the first calendar month after all or any portion of the Premises Improvements initially constructed on such Premises are completed in accordance with the applicable Conveyance Documents and otherwise available for occupancy for their intended use (the “**Commencement Date**”). Assessments imposed on such Premises for the fiscal year in which the Commencement Date occurs shall be prorated based on the remaining number of months in such fiscal year. Once commenced, the Assessment obligations of such Premises shall continue notwithstanding that all or any portion of the Premises Improvements located on the Premises may be subsequently vacated or occupancy thereof is otherwise discontinued at any time. Without limiting the foregoing, no Project Occupant may exempt himself from personal liability for Assessments duly levied by the Project Operator, nor release such Project Occupant’s Premises from the liens and charges thereof, by discontinuing occupancy of such Premises or the Premises Improvements located thereon.

5.3.2 **Allocation of Assessments to Project Occupants.** Except as otherwise expressly provided in Section 5.3.4, Section 5.3.5 and Section 5.3.6 below, Assessments shall be allocated among the Project Occupants based on the “**Allocable Share**” assigned to each Premises within the Project. Such Allocable Share shall be equal to the ratio of (a) the Building Area of the Premises Improvements constructed on such Premises to (b) the Total Building Area of all Premises within the Project for which Assessments have commenced at the time such allocation is determined. The Allocable Share for each Premises shall be initially determined as of the Commencement Date for such Premises (based on the Total Building Area within the Project as of such date). The Allocable Share assigned to such Premises shall be recalculated as of each Annual Adjustment Date thereafter to reflect the Total Building Area of all Premises within the Project for which Assessments have commenced as of such Annual Adjustment Date (including any new or increased Building Area added to the Project during the preceding fiscal year).

5.3.2.1 **Annual True-Up.** On each Annual Adjustment Date, the Project Operator shall recalculate the total Assessments payable by the Project Occupant of each Premises for the prior fiscal year based on the Allocable Share of such Premises as of such Annual Adjustment Date. Such recalculation shall reflect any prorations of Assessments first commencing during such prior fiscal year pursuant to Section 5.3.1.1 above. In the event that the total Assessments actually paid by the Project Occupant of any Premises during the prior fiscal year exceed the total amount of Assessments allocated to such Premises pursuant to the foregoing recalculation, the Project Occupant shall be entitled to a credit against Assessments payable for then-current fiscal year in an amount equal to the amount of any such overpayment.

5.3.3 **Regular Assessments.** Each Project Occupant shall pay Regular Assessments in each fiscal year in an amount equal to: (a) the total Common Expenses set forth on the Annual Budget for such fiscal year (less offsetting Project Revenues) multiplied by (b) the Allocable Share assigned to the Project Occupant’s Premises. Written notice of the amount of the Regular Assessment for the each fiscal year shall be sent to each Project Occupant at least thirty (30) days before the end of the prior fiscal year. Such written notice shall include a copy of the Project Operator’s then-current Payment Policy.

5.3.3.1 **Mid-Year Adjustments to Regular Assessments.** In the event of any mid-year increase in the Annual Budget for any fiscal year pursuant to Section 5.2.3.1 above, the Regular Assessment or Special Benefit Assessments (as applicable) imposed upon each Premises within the Project for such fiscal year shall be adjusted to reflect such increase. Upon such adjustment, the Project Operator shall deliver revised statements to the Project Occupants confirming (i) the amount of the adjusted Regular Assessment payable by each Project Occupant, (ii) the remaining balance owed by such Project Occupant and (iii) to the extent that Regular Assessments are collected in periodic installments, the amount of each remaining installment to be paid by the Project Occupant. Written notice of any change in the amount of any installment of Regular Assessments payable by the Project Occupants shall be sent via first-class mail to each Project Occupant not less than thirty (30) days before the first installment of such adjusted Regular Assessment becomes due.

5.3.4 **Special Benefit Area Assessments.** If the Project Operator, in its reasonable discretion, determines that any one (1) or more Premises within the Project, or the Project Occupants or Permittees of such Premises, exclusively or disproportionately benefit from special maintenance, services or other benefits provided by the Project Operator, then the Project Operator may designate a “**Special Benefit Area**” consisting of the Premises so benefitted for purposes of tracking and allocating the cost of such special services or other benefits. Following the establishment of a Special Benefit Area, the Project Operator’s cost of providing such special services or benefits to Premises within such Special Benefit Area shall be allocated only to the Project Occupants of such Premises through the imposition of a “**Special Benefit Assessment.**” The Project Operator may also levy a Special Benefit Assessment to fund the cost of constructing additional Project Facilities, Project Infrastructure Improvements or other Capital Improvements to the Project Common Area which will serve only certain Premises within the Project (or repaying any Project Obligations to finance construction costs related thereto). Any Project Revenues generated by Project Facilities included within such Special Benefit Area shall be applied to offset the costs otherwise allocated to the Special Benefit Area and shall not be applied to reduce Common Expenses. Such Special Benefit Assessment shall be in addition to the Regular Assessment payable by the Project Occupants of Premises within the Special Benefit Area. Special Benefit Assessments shall be allocated among the Premises within a Special Benefit Area based on the ratio of the Allocable Shares of each such Premises bears to the total Allocable Shares of all Premises within such Special Benefit Area unless the Project Operator determines, in its reasonable discretion, that another method of allocation is reasonable or appropriate under the circumstances of the special services or benefits afforded to such Premises. The additional administrative and operating costs of any Special Benefit Area shall be included in the Special Benefit Assessments allocated to each Premises within such Special Benefit Area.

5.3.5 **Compliance Assessments.** In addition to the obligation to pay Regular Assessments in accordance with Section 5.3.3 above, each Project Occupant shall also be responsible for paying any costs incurred by the Project Operator pursuant to Section 10.1.1.2 below due to (a) any violation of this Declaration by the Project Occupant or the tenants or other Permittees of such Project Occupant’s Premises, or (b) Corrective Actions taken on account of a breach of this Declaration or any other Governing Document or other actions, omissions or activities in violation thereof, in each case following delivery of a written Notice of Violation to the responsible Project Occupant pursuant to Section 10.1.1 below and failure to cure such breach or violation within the time period set forth therein. Any such expenses shall not be

included in the Common Expenses to be reimbursed by the other Project Occupants through Regular Assessments but instead shall be paid directly by the responsible Project Occupant or its Permittee and, if not so paid within ten (10) days after written demand by the Project Operator, may be levied against the Premises of the responsible Project Occupant as a Compliance Assessment. The amount of the Compliance Assessment shall be equal to the cost incurred by the Project Operator in connection with the associated violation or required Corrective Action. Compliance Assessments shall not include any fines or fees exceeding the actual costs (including associated administrative fees as set forth in Section 10.1.1.1 below) incurred by the Project Operator as a result of any such breach or violation; provided that the foregoing shall not limit the authority of the Project Operator to impose or collect fees or fines, in addition to any Compliance Assessment, from any Project Occupant or Permittee for repeated violations of the Governing Documents. Imposition of a Compliance Assessment against any Premises shall be subject to the applicable Project Occupant's right to request a Hearing pursuant to Section 10.1.3 below to dispute the asserted default or violation or responsibility for the required Corrective Action.

5.3.6 Capital Improvement Assessments. In the event that Replacement Reserve funds or Regular Assessments otherwise collected from the Project Occupants are not sufficient to pay the cost of repairing, reconstructing or replacing any Project Facilities or other Common Maintenance Item, or to fund the cost of constructing any off-site Capital Improvements required as a condition to development of the Project, then the Project Operator may levy a Capital Improvement Assessment to defray all or any part of such costs. Such Capital Improvement Assessment shall be payable in addition to the amount of Regular Assessments otherwise payable by the Project Occupants pursuant to Section 5.3.3 above. The Project Operator may not impose a Capital Improvement Assessment exceeding, on a cumulative basis with any other Capital Improvement Assessment payable during such fiscal year, more than twenty percent (20%) of the Regular Assessments otherwise paid by the Project Occupants without Majority Approval of the Project Occupants. Unless otherwise determined by the Project Operator to be reasonable or appropriate under the circumstances, Capital Improvement Assessments shall be levied in the same proportions as Regular Assessments; provided that any Capital Improvement Assessment to be imposed in connection with repair, replacement, restoration or construction of any Common Maintenance Item, the costs for which have been allocated to a Special Benefit Area, shall be allocated only to the Premises within such Special Benefit Area in the same proportion as the Special Benefit Assessments applicable thereto. Funds collected by the Project Operator through Capital Improvement Assessments may not be used to fund any Common Expenses incurred by the Project Operator unless otherwise approved by Majority Approval of the Project Occupants.

5.3.7 Extraordinary Assessments. Extraordinary Assessments shall mean a charge which the Project Operator may levy against the Project Occupants and their Premises to fund payment of any emergency costs or other expenses which cannot be funded through payment of insurance proceeds, Compliance Assessments, Replacement Reserve funds or other sources. Unless otherwise determined by the Project Operator to be reasonable or appropriate under the circumstances, Extraordinary Assessments shall be levied in the same proportions as Regular Assessments.

5.4 COLLECTION OF ASSESSMENTS.

5.4.1 **Payment Procedures.** The Project Operator shall have the authority to establish and implement policies regarding billing, payment and collection of Assessments (collectively, the “**Payment Policy**”). Such Payment Policy may address, among other matters, available payment methods, installment options and due dates as well as late charges and other consequences for delinquent payments and procedures for requesting an accounting of, or otherwise disputing, amounts owing. Each Project Occupant shall pay Assessments at such frequency and in such amounts and by such methods as may be provided for in the Payment Policy. If the Project Operator incurs additional expenses because of a payment method selected by a Project Occupant, the Project Operator may charge that expense to the Project Occupant and shall not be required to include such additional expense as a part of the Common Expenses. A Project Occupant may request a written statement at any time confirming the amount of the Assessments allocated to the Project Occupant’s Premises (or otherwise payable by such Project Occupant) and the outstanding balance thereof.

5.4.2 **Partial Payments.** The Project Operator is under no obligation to accept tender of a partial payment of any Assessments or other amounts owed to the Project Operator from any Project Occupant. Acceptance of any such partial tender shall not waive the Project Operator’s right to demand and receive full payment thereafter or affect any collection actions commenced for collection of delinquent amounts prior thereto.

5.4.3 **Delinquent Assessments.** Any Assessments or any other payment required to be made by a Project Occupant hereunder shall be delinquent if not paid in full within thirty (30) days of the date due. Any such payment, together with all reasonable costs of collection (including attorneys’ fees) incurred by the Project Operator, shall be subject to such late charges and/or accrual of interest as may be provided for in the Payment Policy. Without limiting the foregoing, the Project Operator may bring an action at law against the Project Occupant personally obligated to pay the same, or may impose and enforce a lien against the Premises of such Project Occupant, or may pursue such other remedies and exercise such other rights as may be set forth in Section 10.2 below.

5.4.4 **Uncollectable Assessments.** At such time as Project Operator determines, in its good faith discretion, that any unpaid Assessments have become commercially impracticable to collect (due to bankruptcy, loss of lien rights or otherwise), such unpaid amount shall thereafter constitute a Common Expense allocable to all other Project Occupants.

5.5 PROJECT OBLIGATIONS Declarant shall have the exclusive power and right to incur indebtedness or enter into other financing arrangements to fund the cost of constructing Project Facilities, Project Infrastructure Improvements, Capital Improvements or other extraordinary Project Expenses (“**Project Obligations**”).

ARTICLE VI USE RESTRICTIONS

6.1 PERMITTED USES. Subject to compliance with all other terms of this Declaration and except as specifically prohibited in Section 6.2 below, the Premises within the

Project may be developed and used for any educational, commercial, public-serving or other uses permitted under (a) the applicable Conveyance Documents for such Premises and (b) subject to Section 6.1.1 below, any Legal Requirements applicable to the Project.

6.1.1 Conditionally Permitted Uses. Any proposed use of a Premises that requires the issuance of a variance, conditional use permit or other discretionary approval by any Governmental Authority (including by the City's Community Development Director) shall not be permitted unless (a) the proposed use otherwise complies with this Declaration, the applicable Conveyance Documents, the Environmental Requirements and all other applicable Legal Requirements, and (b) the proposed use has been approved in writing by the Project Operator, or, as to any activities reasonably related to education processes associated with any District Use, Declarant, which approval may be withheld or conditioned in the sole discretion of the Project Operator or Declarant, as applicable. The Project Occupant shall be responsible for obtaining the written approval of the Project Operator or Declarant, as applicable, prior to submitting any application (or supporting or other related documents) for such variance, use permit or other discretionary approval to the City or any other Governmental Authority.

6.1.2 Change in Use. Declarant may authorize any change in use from that permitted in the Conveyance Documents for the applicable Premises provided such use (a) does not otherwise violate the requirements of this Section 6.1, (b) will not cause the Premises, or the Project as a whole, to violate the Environmental Requirements, parking requirements, traffic mitigation measures or other applicable Legal Requirements (including, as to each Premises, the Trip Budget allocated thereto), and (c) will not create a nuisance within the meaning of Section 6.4 below or otherwise violate the provisions thereof.

6.1.3 Special Events. Without limiting the provisions of Section 6.4 or Section 6.8 below, no Project Occupant or Permittee may sponsor, conduct or permit the conduct of any "Special Event" within any Premises or within any portion of the Project Common Area, without first providing notice to and obtaining the prior written consent of the Project Operator (or as to any Special Event to be conducted in connection with a District Use, Declarant), which consent may be withheld or conditioned in the sole discretion of the Project Operator or Declarant, as applicable. Such Project Occupant or Permittee shall further be solely responsible for obtaining, as a condition precedent to conducting any such Special Event, any license, permits or approvals required under any Legal Requirements applicable thereto and otherwise complying therewith. For purposes of this Section 6.1.3, "***Special Event***" shall mean any event or other activity outside the scope of activities normally conducted on such Premises which is reasonably likely to generate extraordinary levels of noise or a material increase in vehicular or pedestrian traffic or parking demand within the Project.

6.1.4 Enforcement of Use Restrictions. Neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant or Permittees thereof for approving or disapproving any use pursuant to this Section 6.1 or Section 6.2 below. Commencement of any use not permitted by this Article VI shall constitute a material breach of the Governing Documents entitling the Project Operator to all remedies set forth in Article X below or otherwise available at law.

6.2 PROHIBITED USES.

6.2.1 **Prohibited Uses.** In no event shall the following operations or uses be permitted within the Project without the prior written approval of the Project Operator, or as to any operations or uses associated with a District Use, Declarant, which may be given, conditioned or withheld in the sole discretion of the Project Operator or Declarant (as applicable), notwithstanding that such uses may be otherwise permitted under applicable Legal Requirements:

(a) Any business that is primarily sexually oriented, such as a business offering nude or semi-nude entertainment, a massage parlor, escort service, adult theater, adult bookstore selling “adults only” magazines, videos, books or other such paraphernalia or similar businesses;

(b) Facilities or businesses providing rehabilitation or post-detention vocational services to convicted felons, facilities providing post-detention or transitional housing to convicted felons, bail bond agencies, or probation offices;

(c) Businesses engaging in the on-site manufacture, sale, storage or distribution of firearms, munitions, ammunition, explosives or fireworks;

(d) Clinics or other facilities for rehabilitation or treatment of, or otherwise related to, drug or alcohol addiction;

(e) Businesses engaging in the manufacture, sale, storage or distribution of cannabis, cannabis derivatives or cannabis-containing products;

(f) Veterinary offices or facilities, including animal training, boarding or grooming facilities;

(g) Any residential use (other than dormitories or student housing);

(h) Gambling or other activities prohibited by California Penal Code §330 et. seq. or any “controlled games” otherwise regulated by California Business & Professions Code §19800 et. seq. (provided that the foregoing shall not apply to the occasional conduct of gambling activities otherwise permitted by applicable Legal Requirements for fundraising purposes in support of a permitted educational use);

(i) Commercial recycling facilities;

(j) Automotive service stations or automotive inspection or repair facilities;

(k) Any use generating parking requirements in excess of (i) the parking available on the Premises in which the use will be conducted plus, if applicable (ii) any off-site parking otherwise allocated to such Premises by the Project Operator;

(l) Any use which would be deemed under applicable Legal Requirements to generate vehicular traffic in excess of the Trip Budget allocated to the Premises on which

the use is to be conducted in the Conveyance Documents applicable thereto or to otherwise require implementation of additional traffic mitigation measures for the Project; or

(m) Any use which would otherwise cause the Project as a whole to violate the Environmental Requirements or other Legal Requirements applicable thereto.

Notwithstanding the foregoing, neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of any waiver of restrictions on Prohibited Uses pursuant to this Section 6.2.

6.3 LEASING. In addition to any applicable requirements of the Conveyance Documents, no Project Occupant shall rent, lease or sublease all or any portion of the Premises Improvements located on such Project Occupant's Premises except pursuant to a written lease or rental agreement which expressly provides that any occupancy is subject to all of the provisions of this Declaration and the other Governing Documents, any violation of which on the part of any lessee, tenant, sublessee or other occupants pursuant thereto will constitute a breach of such lease or rental agreement. The Project Occupant of each Premises shall be responsible for ensuring compliance with the provisions of this Declaration and the other Governing Documents by the lessees, tenants or other Permittees of its Premises.

6.4 EXTERNAL EFFECTS; NUISANCES. Every use shall be operated (a) so that it does not emit any (i) electro-mechanical or electro-magnetic disturbance or radiation that would unreasonably interfere with uses or activities conducted on any real property outside of the Premises (as determined by the Project Operator in its reasonable discretion), or (ii) obnoxious or dangerous amount of noise, heat, glare, radiation, fumes or odors perceptible outside of the Premises Improvements within which the use is being conducted, and (b) so that ground vibration inherently and recurrently generated by such use is not perceptible, without instruments, at any point outside of the Premises Improvements within which the use is being conducted. Notwithstanding the foregoing, nothing in this Section 6.4 shall be interpreted so as to unreasonably restrict or prohibit temporary impacts resulting from the conduct of construction activity on any Premises which otherwise complies with the Contractor's Manual. No Project Occupant may use, or permit any of its Permittees to use, any Premises within the Project for any use which would in any way (i) constitute a nuisance to the Project Occupants or Permittees of other Premises within the Project or otherwise unreasonably interfere with the quiet enjoyment thereof (as determined by the Project Operator in its reasonable discretion), or (ii) increase the rate of insurance for the Project or any other Premises within the Project. Without limiting the foregoing, Declarant has determined that (A) possession of Restricted Weapons as described in Section 6.5 and (B) the unregulated presence of Required Registration Parties within Restricted Areas as described Section 6.6 below shall each constitute a nuisance and shall not be permitted except as expressly provided below. Notwithstanding the foregoing, neither Declarant nor the Project Operator shall be liable in damages to any Project Occupant, or to any other Person subject to or affected by this Declaration, on account of any determination made by the Project Operator in its reasonable discretion pursuant to this Section 6.4.

6.5 POSSESSION OF RESTRICTED WEAPONS. Declarant has determined that, due to the integrated nature of the educational and other commercial uses to be conducted within the Project, the entire Project shall constitute a “District Site” (hereinafter, the “***Project District Site***”) within the meaning of Administrative Policy 2125 adopted by the Board of Trustees of Declarant on August 31, 2009, as implemented by Administrative Regulation 2125 adopted by Declarant’s Board of Trustees on April 14, 2013 (collectively as amended, superseded or otherwise modified from time to time, the “***District Weapons Regulations***”). For purposes of this Declaration, the term “***Restricted Weapons***” shall include any and all firearms, knives, explosives or other weapons now or hereafter prohibited or otherwise regulated by the District Weapons Regulations or any provision of the California Penal Code, including without limitation, (i) any dirk, dagger, ice pick or knife with a blade exceeding two and one-half inches in length, (ii) any tasers, stun guns or other electronic weapons, or (iii) any facsimiles of any such prohibited or regulated weapons. Restricted Weapons shall further include personal firearms notwithstanding that such personal firearms may otherwise be permitted under certain circumstances pursuant to California Penal Code Sections 25605 and 26405 (or any other statutory provision which is a successor thereto or otherwise substantially similar thereto). In accordance with the District Weapons Regulations, Declarant finds that there is no legitimate purpose for any persons (other than “Permitted Users” as defined below) to use or possess any Restricted Weapons on the Project District Site. Accordingly, any such possession or use within the Project shall constitute an “unlawful use” within the meaning of California Penal Code Section 17500 and a nuisance, and is hereby expressly prohibited. The foregoing prohibition shall not apply to any on-duty law enforcement personnel, duly-appointed California peace officers or security personnel directly employed by Declarant or the Project Operator who are required to possess such weapon in the course of their employment and who are in possession of such firearms or other weapons for a lawful purpose (“***Permitted Users***”). Notwithstanding the foregoing, otherwise lawful use or possession of Restricted Weapons for the following purposes may be permitted upon prior notice to, and with the express prior written consent of, the employee or agent of Declarant designated by Declarant for such purpose (the “***Security Officer***”), which consent may be withheld, limited or otherwise conditioned as determined by the Security Officer to be reasonably necessary to uphold and preserve the intent and purposes of the District Weapons Regulations: (i) the conduct of a permitted educational use, (ii) the provision of private security services by duly-licensed personnel employed by or on behalf of any Project Occupant to protect such Project Occupant’s Premises, (iii) the conduct of on-site food preparation or consumption, or (iv) other lawful uses which are within the scope of the user’s employment while conducting activities at the Project District Site.

6.6 REGISTERED SEX OFFENDERS. As set forth in Section 6.5 above, Declarant has determined that, due to the integrated nature of the educational and other commercial uses to be conducted within the Project, the entire Project constitutes a “District Site” for the purposes specified herein. Access to the District Site by any person required to register as a sex offender pursuant to California Penal Code Section 290 et. seq. (a “***Required Registration Party***”) must be subject to notice requirements and other restrictions as set forth in this Section 6.6. Each Project Occupant shall be responsible for determining if any employee, agent, contractor or consultant thereof who will have a regular presence on the Premises at the behest of the Project Occupant (each, a “***Premises-Related Party***”) constitutes a Required Registration Party and if so determined, shall provide written notice thereof to the Security Officer. Such notice shall identify the applicable Premises-Related Party as a Required Registration Party, the nature or purpose of

such Premises-Related Party's activities within the Project, and the anticipated days and hours that such Premises-Related Party will be required to be present within the Project in connection therewith. After reviewing such notice, the Security Officer shall have the right (but not the obligation) (i) to designate portions of the Project which such Premises-Related Party may not occupy, use or enter, including without limitation, any Project Common Area which may be concurrently occupied, used or entered by students or other Permittees of any educational uses conducted within the Project which are minors (collectively, the "***Restricted Areas***") or (ii) to otherwise impose restrictions on such Premises-Related Party's use of the Restricted Areas. The Security Officer shall notify the Project Occupant in a timely manner of any access or other restrictions to be imposed on the Premises-Related Party. Upon notification from the Security Officer, the Project Occupant shall be responsible for (i) communicating such restrictions to the Premises-Related Party, (ii) obtaining the Premises-Related Party's written agreement to comply with the restrictions, and (iii) otherwise ensuring the Premises-Related Party's compliance therewith. Each Project Occupant shall be responsible for complying with the foregoing procedures prior to employing, engaging or otherwise permitting any Premises-Related Party who constitutes a Required Registration Party to make its initial entry upon the Project. Notwithstanding the foregoing, if any Project Occupant conducting a permitted educational use within the Project has established independent procedures for regulating the activities of Required Registration Parties on its Premises, then subject to approval of such independent procedures by the Security Officer, the Project Occupant shall be exempt from any obligation to separately comply with the procedures set forth in this Section 6.6.

6.7 ENVIRONMENTAL REQUIREMENTS. Without limiting the obligations of the Project Occupants under Section 3.2 above, and in addition thereto, Project Occupant shall not use, nor allow any Permittee thereof to use, its Premises or any part thereof in a manner which results in a violation of the Environmental Requirements, including any use, storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of any Hazardous Substance in violation thereof. Each Project Occupant shall, at its own cost and expense, comply, and cause each of its tenants, licensees, concessionaires and/or other Permittees to comply, with the Environmental Requirements including, without limitation, obtaining and filing all applicable notices, permits, licenses and similar authorizations and maintaining all required records. Should any Project Occupant use or permit the use by any Permittee thereof of any Hazardous Substance in quantities requiring reporting or notice to any applicable Governmental Authority or agency, such Project Occupant shall provide such required notice to the appropriate Governmental Authority or agency and simultaneously send a copy of such notice to the Project Operator.

6.8 STORAGE AND HANDLING OF WASTES AND OTHER MATERIALS. No trash, wastes or other materials shall be stored on any Premises other than within the Premises Improvements constructed in accordance with the Design Guidelines or in a separate enclosures otherwise approved by the Project Operator or Approving Authority. Without limiting the foregoing, in no event may any trash, wastes or other materials be maintained on any Premises in such form or manner as to permit transfer of such materials off of the Premises by natural causes or forces. Pursuant to Section 3.3.2 above, the Project Occupants shall be responsible for ensuring regular trash collection services from, and maintenance of, such private trash collection facilities to avoid odors, insect infestation and decay of waste materials. Any outdoor storage of waste or other materials in violation of the foregoing or any other Rules or Regulations

implemented by the Project Operator relating thereto may be removed by the Project Operator at the expense of the responsible Project Occupant.

6.9 PARKING AND VEHICULAR REGULATIONS. The Project Operator may implement Rules and Regulations governing parking and operation of vehicles within the Project (the “***Parking and Traffic Rules***”). Such Parking and Traffic Rules shall be in addition to any traffic laws, parking codes or other Legal Requirements imposed by the City relating thereto and may include, without limitation, (a) designation of speed limits and other traffic control measures on private streets and accessways, (b) implementation of assigned parking, controlled access parking, visitor parking, “handicapped parking,” and “no parking” areas within the Project Common Area, (c) prohibitions on after-hours parking, storage of vehicles or parking or vehicle operation within the Project in a manner which the Project Operator may determine, in its sole discretion, to obstruct free traffic flow, constitute a nuisance, or otherwise create a safety hazard; and (d) prohibition against parking or operation of certain types of commercial vehicles within the Project. From and after implementation of any such Parking and Traffic Rules, no vehicles may be operated or parked within the Project except in compliance therewith. The Project Operator shall have the authority to enforce the Parking and Traffic Rules, including removing violating vehicles pursuant to California Vehicle Code Section 22658 or other applicable ordinances or statutes. Upon each failure of a Project Occupant to comply, or to cause its Permittees to comply, with such Parking and Traffic Rules, the Project Operator, after delivery of written notice to the responsible Project Occupant, may in addition to any other remedy, impose fines on the non-complying Project Occupant. The Project Operator may further impose a Compliance Assessment on the non-complying Project Occupant in an amount equal to the Project Operator’s costs of enforcing the applicable Parking and Traffic Rules against such Project Occupant, including the costs of towing, storage, attorneys’ fees, consultant fees and fees of property management personnel related thereto. Such fines and/or Compliance Assessments may be charged for each separate occurrence of a Project Occupant’s failure to comply with the Parking and Traffic Rules.

6.10 SUSTAINABILITY PROGRAMS. The Project Operator may implement recycling programs, ride-sharing/traffic management programs or other sustainability programs for the Project. All uses within the Project shall be conducted in accordance with any sustainability programs so implemented from time to time.

6.11 SIGNS. The Declarant may implement a signage program or other specific design guidelines for any identifying, directional or other signage installed on the exterior portions of any Premises (or visible from the exterior of any Premises Improvements located thereon) within the Project (a “***Sign Program***”). All signs displayed anywhere within the Covered Property must comply with (i) such Sign Program and (ii) all Legal Requirements applicable to the Project or the business of the applicable Project Occupant or Permittee (including, without limitation, Legal Requirements restricting any type of “balloon” or other aerial signs or any other signs extending above roof lines). Any sign shown or displayed from or visible from the outside of any Premises Improvement shall, to the extent required pursuant to the Sign Program, be subject to the prior written approval of the Approving Authority pursuant to Section 4.1 above. Except as expressly permitted by the Sign Program, no sign may be erected, hung or maintained on or over any portion of the Project Common Area without the prior written consent of the Project Operator which may be withheld in its sole discretion. The Sign Program shall not regulate the content of

political signs located within any Premises; provided that the Sign Program may regulate the time, place and manner of posting of such signs. Notwithstanding anything to the contrary set forth in the Sign Program, consent of the Approving Authority shall not be required to show or display any of the following types of signs or notices of customary and reasonable dimension and location on any Premises within the Project which otherwise comply with the Sign Program: (a) any sign which states that a Premises Improvement or any portion thereof is for rent or sale, (b) any Notices of Non-Responsibility pursuant to California Civil Code §8444, or (c) any required notices posted in connection with any legal proceedings affecting the Premises on which such notice is posted. Approval of a sign by the Approving Authority shall not affect the Project Occupant's independent duty to comply with any applicable Legal Requirements prior to sign installation. The Project Operator may summarily cause any unauthorized or otherwise noncompliant signs to be removed or destroyed. In no event shall any Project Occupant or Permittee thereof have or acquire any interest in or right to use the names "Advanced Technology & Education Park," "ATEP" or any related name or any permutation thereof in any sign or other advertising without the prior written consent of the Declarant which may be withheld by the Declarant in its sole discretion.

6.12 NON-DISCRIMINATION. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project or any portion thereof, nor shall any Project Occupant itself or any Permittee claiming under or through such Project Occupant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any tenants, subtenants, lessees, sublessees or vendees of any portion of the Project.

6.13 FURTHER SUBDIVISION; ZONING OR LAND USE AMENDMENTS; VARIANCES. Without limiting the provisions of Section 6.1.1 above, no Project Occupant shall further subdivide any Parcel without the prior written approval of the Declarant, which may be granted or withheld in the Declarant's sole and absolute discretion. No request for a modification, waiver or variance of existing zoning requirements, or amendment or modification of the Development Agreement, Specific Plan or any other entitlements affecting any portion of the Project, may be initiated or proposed by any Project Occupant unless the application, petition or other proposal has been approved in writing by the Declarant, which approval may be given, conditioned or withheld in the Declarant's sole and absolute discretion.

ARTICLE VII EASEMENTS

7.1 PROJECT COMMON AREA EASEMENTS.

7.1.1 Project Occupants' Rights to Use and Enjoyment of Project Common Area. The Project Common Areas within the Project are subject to non-exclusive easements of use and enjoyment for the benefit of the Project Occupants and their Permittees for purposes of parking, ingress, egress, access, vehicular and pedestrian traffic and all other purposes contemplated by this Declaration. Such easements are appurtenant to and shall pass with leasehold or fee title to each Premises within the Project. The foregoing easements shall be

subject to all other rights and easements set forth in the Governing Documents, including without limitation, the following:

(a) Easements as shown on any recorded subdivision map of the Covered Property, and any other easements now or hereafter recorded against the Covered Property, including without limitation, any easements, rights or restrictions provided for in this Declaration or in any other recorded Environmental Restrictions;

(b) The Project Operator's exercise of its authority established hereunder;

(c) Declarant's right, acting through the Project Operator, to approve or otherwise cause the repair, replacement, alteration or removal of any existing Project Facilities or Project Infrastructure Improvements and to approve or otherwise cause the construction of additional Project Facilities or Project Infrastructure Improvements, in each case for purposes consistent with the intended use of the Project as a mixed-use educational and commercial project;

(d) The Project Operator's authority to reasonably restrict access to sensitive landscaped areas, parking areas, maintenance facilities and other portions of the Project Common Area, including without limitation (i) the right to establish Exclusive Use Areas within the Project Common Area for the exclusive use of the Project Occupant or Permittees of any Premises within the Project; and/or (ii) the right to restrict access to portions of the Project Common Area for purposes of conducting events thereon;

(e) Compliance with any Rules and Regulations pertaining to the use of the Project Common Area which may be implemented from time to time by the Project Operator pursuant to the provisions of this Declaration, including Parking and Traffic Rules regarding use of shared parking facilities;

(f) Declarant's right to grant, consent to, or join in the grant or conveyance of, easements, licenses or rights of way in, on or over the Project Common Area; and

(g) Any easements, licenses or other rights otherwise now or hereafter reserved or established pursuant to this Article VII.

7.1.2 Further Easements. No Project Occupant shall grant any easements or dedications materially adversely impacting (a) any Project Common Area that may be located on or adjacent to the Premises or Exclusive Use Area of such Project Occupant, or (b) any easement rights of any other Project Occupant therein, in each case without the prior written approval of the Project Operator. Any such dedication or easement in violation of the foregoing provisions shall remain subordinate to the rights of the Project Operator and the Project Occupants over such portion of the Project pursuant to this Section 7.1.

7.1.3 Delegation of Use. Any Project Occupant entitled to the right and easement of use and enjoyment of the Project Common Area may delegate those rights and easements in writing to tenants or other Permittees occupying or otherwise using such Project

Occupant's Premises. No Project Occupant shall be exempted from personal liability for Assessments duly levied by the Project Operator, nor shall such Project Occupant's Premises be released from the liens and charges thereof, by such Project Occupant's waiver of its right to use and enjoyment of the Project Common Area or by any abandonment of the Premises Improvements located on such Project Occupant's Premises.

7.2 PROJECT OPERATOR EASEMENTS. The following easements are hereby established and reserved for the benefit of Declarant and the Project Operator and any designated agents, officers and employees thereof and may be further assigned on the terms set forth below:

7.2.1 Maintenance and Repair. A nonexclusive easement over each of the Premises within the Project for purposes of maintenance and repair of Project Common Area Improvements (including landscaping improvements) located thereon or adjacent thereto. The foregoing easement shall include an easement over any Project Infrastructure Improvements located on any such Premises.

7.2.2 Inspection Rights. A nonexclusive easement over the Premises within the Project (including any Premises Improvements located thereon) for purposes of access, inspection and maintenance as necessary to fulfill the responsibilities of the Project Operator pursuant to this Declaration, including without limitation, the right to inspect such Premises to confirm compliance with the requirements of this Declaration. Without limiting the foregoing, the easements reserved herein shall include nonexclusive easements over each of the Premises and Premises Improvements located thereon for purposes of satisfying any maintenance obligations of the Project Occupant of such Premises pursuant to Section 3.1.2 above or otherwise enforcing the provisions of this Declaration should the Project Occupant of such Premises fail to perform such maintenance or remedy any other noncompliance with this Declaration.

7.2.3 Utility Easements. The following non-exclusive easements which Declarant or the Project Operator may further assign, on a non-exclusive basis, to any public or private utility provider, Governmental Authority or, to the extent provided below, other Project Occupants:

(a) Common Utility Easements. Non-exclusive easements ("***Common Utility Easements***") for purposes of installing, repairing and maintaining Project Infrastructure Improvements as reasonably required for the delivery of utility services to the Project Common Area or any other Premises within the Project. The Project Operator shall have the right to permit other Project Occupants to install or maintain utility improvements or facilities within the designated Common Utility Easements located on any Premises (but not within any Premises Improvement) subject to approval of the plans and specifications for such utility improvements by the Approving Authority pursuant to Article IV above and further subject to full compliance with the limitations on entry and restoration obligations set forth in Section 7.4 below.

(b) Easements for Public Utilities and Services. Nonexclusive easements for ingress and egress over the Premises and the Project Common Area for the benefit of any public or private utility, mutual water district or public agency providing

utilities or related services to the Project for purposes of operation, maintenance and repair of utilities equipment, facilities or other improvements within the Project. The foregoing easements shall include a right of access for purposes of reading and maintaining meters, and using and maintaining fire hydrants located within the Project. Declarant reserves the right to grant additional easements and rights-of-way over the Project to utility companies and public agencies, as necessary for the proper operation of the Project.

Declarant, acting through the Project Operator, shall have the right to designate the location of the foregoing Common Utility Easements and easements for public utilities and services; provided that the Project Operator shall have no right to establish any such easements in a location which would interfere with existing Premises Improvements or otherwise materially adversely impair use or occupancy of such Premises for its intended purposes.

7.2.4 Telecommunications Easement. Nonexclusive blanket easements (the “*Telecommunications Easements*”) over the Covered Property for purposes of constructing, installing, locating, altering, operating, maintaining, inspecting, upgrading, removing and enhancing facilities for the delivery of telecommunications, internet and other forms of communication services. The Project Operator may license or assign (on a nonexclusive basis) all or any portion of the foregoing Telecommunications Easements to any third-party provider of such services. Notwithstanding the foregoing, any rights arising under the Telecommunications Easements may not be exercised in a manner which would unreasonably interfere with the reasonable use and enjoyment of any Premises for its intended purpose. If the exercise of a Telecommunications Easement results in damage to any Premises within the Project, then the assignee or licensee of the Telecommunications Easement causing the damage shall be responsible for the prompt repair thereof.

7.2.5 Construction Easement. A nonexclusive easement over the Covered Property as reasonably required for purposes of performing construction, restoration or replacement of any Project Infrastructure Improvements, Project Facilities or other improvements located thereon or on any portion of the Covered Property adjacent thereto (including construction of additional Project Infrastructure Improvements pursuant to Section 7.1.1(c) above); provided however, that the foregoing easement may not be exercised in such a manner as to materially impair the rights of the Project Occupant or Permittees of such Premises to access or occupy the Premises Improvements located thereon. The Project Operator may grant temporary sub-easements the foregoing construction easement to any Project Occupant constructing Project Infrastructure Improvements or Project Facilities on behalf of the Project Operator or otherwise conducting construction activity on any adjacent Premises subject to the compliance by such Project Occupant with the requirements of Section 7.4 below.

7.3 MISCELLANEOUS EASEMENTS. The following easements are further hereby established and reserved for the benefit of the Project Operator, each of the Premises within the Project and the Project Occupants thereof:

7.3.1 Drainage. All of the Premises within the Project are subject to reciprocal easements for the benefit of all other portions of the Covered Property for drainage of stormwater and other surface water over, across and upon adjacent Premises and/or the Project

Common Area resulting from the normal use of such Premises and Project Common Area. Such drainage shall be subject to compliance with all Legal Requirements including any drainage regulations or other Environmental Restrictions applicable thereto. No Premises Improvements or alterations thereto may be constructed on any Premises which would unreasonably interfere with the existing drainage patterns on such Premises without the express written consent of the Approving Authority pursuant to Article IV above.

7.3.2 **Encroachments.** All of the Premises within the Project are subject to reciprocal easements to accommodate minor encroachments (not to exceed three (3) feet) and maintenance thereof in the event that Premises Improvements located on any Premises or architectural features incorporated therein encroach upon any adjacent Premises as a result of (a) variances in original construction or approved reconstruction thereof, or (b) the repair, shifting, settlement or movement of such Premises Improvement following completion of the construction or approved reconstruction thereof. Use of the foregoing easements may not unreasonably interfere with the use or occupancy of the burdened Premises for its intended purpose.

7.3.3 **Easements for Public Services.** All of the Premises and Project Common Area within the Project shall be subject to nonexclusive access easements for purposes of public safety, inspections for compliance with Governmental Requirements and other governmental services or activities, including but not limited to, the right of law enforcement and fire protection personnel to enter upon any part of the Project for the purpose of carrying out their official duties.

7.4 LIMITATIONS ON ENTRY. Any entry onto an Project Occupant's Premises by the Project Operator or any other Project Occupant or Permittee thereof pursuant to the rights and easements reserved in this Article VII shall be conducted in a manner so as to minimize any damage to such Premises or Premises Improvements located thereon or disruption of the operations conducted thereon and shall further be subject to compliance with any reasonable requirements as to security of the Premises and the operations conducted thereon as may be imposed by the Project Occupant or its tenants. Entry into any Premises Improvement by or on behalf of the Project Operator pursuant to the rights and easements reserved in this Article VII may be made only upon at least three (3) business days advance written notice (the "**Entry Notice**") to the Project Occupant or Permittee of the Premises Improvement to be entered, except for emergency situations which shall not require advance notice. Without limiting the foregoing, the Project Occupant or Permittee of the Premises Improvement to be entered shall have the right to be present, or to have a designated representative present, during any such entry. In the event that the Project Occupant or Permittee of the Premises fails to have a representative present at the designated time, then the Project Occupant or Permittee shall be deemed to have waived the foregoing right to be present during such entry. Except in the case of an entry by the Project Operator for purposes of performing maintenance of an Occupant Maintenance Item due to the responsible Project Occupant's failure to do so, the Premises or Premises Improvement to be entered shall, following completion of the work to be performed by the entering party, be left in substantially the same condition as existed immediately preceding such entry. Any damage to a Premises caused by an entry pursuant to this Article VII shall be repaired by the Project Operator or responsible Project Occupant entering such Premises.

ARTICLE VIII INSURANCE

8.1 PROJECT INSURANCE. Declarant shall cause the following insurance coverages (collectively, the “*Project Insurance*”) to be maintained at all times for the benefit of the Project:

8.1.1 Liability Insurance. Commercial general liability insurance providing coverage against claims and liability for bodily injury, death or property damage arising out of activities of Declarant, the Project Operator, or any employee or agent thereof, as well as any Project Occupant or any Permittee thereof, on the Project Common Area, with such limits as the Project Operator determines in its sole discretion to be appropriate for the Project. Such policy shall be primary and not in excess of, or contributory with, other insurance carried by the Project Occupants pursuant to this Declaration. The liability limits of the insurance required pursuant to this Section 8.1.1 may be increased by Declarant, based on relevant factors including, without limitation, inflation, increased liability awards, and the advice of professional insurance advisors.

8.1.2 Fire and Casualty Insurance. Property casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Project Facilities or other insurable components of the Project Common Area. Declarant shall have no obligation to maintain property casualty insurance or any other coverage for any Premises Improvements installed by or on behalf of a Project Occupant on such Project Occupant's Premises or on any Exclusive Use Area appurtenant thereto, which insurance shall be the sole responsibility of the Project Occupant of such Premises.

8.1.3 Fidelity Insurance. Declarant shall have the right to obtain fidelity insurance coverage for the Project Operator or any other Persons handling Project Revenues or any other funds on behalf of Declarant, whether or not such Persons are compensated for their services, in an amount not less than the estimated maximum amount of funds in the custody or under the control of such Persons during the term of the insurance.

8.1.4 Other Insurance. Declarant shall have the right, but not the duty, to obtain such additional insurance coverages as Declarant may determine in its reasonable discretion to be appropriate for the Project, including without limitation, earthquake insurance, flood insurance, terrorism coverage, environmental or pollution legal liability insurance or similar insurance with such coverage and limits as Declarant determines in its reasonable discretion to be appropriate for the Project. Declarant shall be entitled to rely on the advice of any professional insurance advisor engaged by Declarant or the Project Operator in determining the appropriate type and level of Project Insurance to be maintained by Declarant.

8.1.5 Beneficiaries. The Project Insurance policies shall be maintained in the name of, and the proceeds thereof shall be payable to Declarant. Casualty insurance proceeds shall be applied by the Project Operator as directed by Declarant for the repair or replacement of the property or credited against the Common Expenses allocated to the Project Occupants.

8.1.6 Insurance Premiums. All premiums or other allocable costs incurred by Declarant in maintaining the Project Insurance coverages, as well as any deductible amounts for claims made thereunder which are not otherwise allocable to a responsible Project Occupant, shall be allocated to all Project Occupants as part of the Common Expenses.

8.1.7 Claims Management. The Project Operator, in its capacity as agent of Declarant and under the direction and control thereof, shall have the exclusive authority to bind the Project and the Project Occupants thereof in respect to all matters affecting the Project Insurance, including without limitation, determining when to submit claims under the Project Insurance, negotiating loss settlements with insurance carriers on such claims, and the surrender, cancellation, and modification of any such Project Insurance. All insurance proceeds recovered under any Project Insurance provided for in this Section 8.1 shall be paid to Declarant and no Project Occupant or other Person shall have any right, title or interest therein or claim thereon.

8.2 PROJECT OCCUPANT INSURANCE OBLIGATIONS. Each Project Occupant shall maintain the following insurance:

8.2.1 Liability Insurance. Each Project Occupant shall maintain, at its sole cost and expense, commercial general liability insurance (occurrence form) insuring against (i) liability for activities and business operations of the Project Occupant or its Permittees in the Project (including the use of motor vehicles by such Project Occupant and its Permittees), and (ii) any and all activities within or upon any said Project Occupant's Premises. Such liability insurance shall not contain any exclusions for contractually-assumed liability and shall be written by insurance companies approved by the Project Operator in its reasonable discretion. Limits of liability (combined single limit and aggregate) under such liability coverage shall satisfy such minimum amounts as may be required by the Conveyance Documents applicable thereto or as otherwise customarily required for comparable improvements with similar uses in the Central Orange County Area. The required liability limits of the Project Occupant's liability insurance may be determined and, as appropriate, increased from time to time, by the Project Operator, based on relevant factors including, without limitation, the nature of the Project Occupant's use of the Premises, inflation, increased liability awards, and the advice of professional insurance advisors.

8.2.2 Fire and Casualty Insurance. Each Project Occupant shall maintain, at its sole cost and expense, standard form fire and casualty insurance with extended coverage endorsements as written in California, covering the Premises Improvements within such Project Occupant's Premises and, if applicable, any Exclusive Use Area appurtenant thereto. Such insurance shall provide coverage, in an amount not less than one hundred percent (100%) of the full replacement cost thereof, against any peril included within the classification "Special Causes of Loss," including without limitation, coverage for flood damage, earthquake damage, sprinkler damage and theft. Such insurance shall indemnify the policyholder for losses on a "replacement cost valuation" basis, and shall provide for periodic reappraisal to ensure maintenance of coverage at the appropriate level. All policies required under this Section 8.2.2 shall be written by insurance companies approved by the Project Operator in its reasonable discretion.

8.2.3 **Worker's Compensation; Employer's Liability.** Each Project Occupant shall maintain, and shall require its Permittees to maintain, Worker's Compensation and Employer's Liability Insurance, as required by law.

8.2.4 **General Occupant Insurance Requirements.**

(a) All insurance maintained by any Project Occupants or their Permittees (collectively, "***Occupant-Maintained Insurance***") shall be written as primary policies, not contributing with, and not in excess of any coverage afforded by the Project Insurance. Such Occupant-Maintained Insurance shall provide for reasonable and customary deductible amounts. If, on account of the failure of Project Occupant to comply with the provisions of this Section 8.2, Declarant is adjudged a coinsurer by its insurance carrier, then, in addition to all other remedies available to Declarant, any loss or damage Declarant shall sustain by reason thereof shall be borne by such Project Occupant and shall be immediately paid to Declarant by such Project Occupant upon receipt of a bill therefor and evidence of such loss.

(b) Coverage afforded under the Occupant-Maintained Insurance, whether or not required pursuant to this Section 8.2, may not adversely affect or diminish any coverage under any Project Insurance. If any loss intended to be covered by any Project Insurance policy and the proceeds payable thereunder are reduced due to coverage afforded by any Occupant-Maintained Insurance, such Project Occupant shall assign the proceeds payable under such Occupant-Maintained Insurance to Declarant, to the extent of such reduction, for application to the liabilities incurred by Declarant or the Project Operator which would otherwise have been covered by proceeds payable under the applicable Project Insurance.

(c) Any insurance required to be carried by a Project Occupant pursuant to this Section 8.2 may be carried by an Project Occupant or its Permittees under a blanket policy or under policies maintained by the Project Occupant or Permittees with respect to other property owned or operated by the Project Occupant or Permittees or their affiliates, provided that Declarant is not deprived of any insurance benefits hereunder. A Project Occupant may have the ability to provide the required coverages through a program of self-insurance subject to Declarant approval which may be withheld or conditioned in Declarant's sole discretion.

(d) All Occupant-Required Insurance shall provide that the Project Operator shall be given at least thirty (30) days' written notice prior to expiration, cancellation or material reduction in the coverage afforded thereunder. Each Project Occupant shall provide proper certificates evidencing the coverages required hereunder to the Project Operator. Such certificates shall name the Project Operator, Declarant, the City, the Navy, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees and volunteers (as applicable) as additional insureds (collectively, the "***Declarant-Related Additional Insureds***") and shall expressly provide that the interest of the same therein shall not be affected by breach by the Project Occupant or its Permittees (or any other Persons under their direction and control) of any provision of the policy for which such certificates evidence coverage.

(e) The insurance obligations of the Project Occupants set forth in this Section 8.2 shall be in addition to insurance requirements, if any, set forth in the Conveyance Documents applicable to the Premises of each such Project Occupant. In the event of any inconsistency or conflict between the applicable provisions of the Conveyance Documents and the provisions of this Article VIII, the more restrictive provision will apply.

(f) Nothing in this Declaration shall be deemed to preclude any Project Occupant from carrying any additional insurance as such Project Occupant may deem necessary or appropriate; provided such additional insurance otherwise complies with the requirements of this Section 8.2.4 and Section 8.3 below.

8.3 WAIVERS. All Occupant-Maintained Insurance policies shall include a waiver of subrogation of claims against the Declarant-Related Additional Insureds. As to each Project Insurance policy which will not be voided or impaired thereby, Declarant and the Project Operator hereby waive and release all claims against the Project Occupants, their Permittees, and the agents and employees of each of the foregoing, with respect to any loss covered by such Project Insurance, whether or not caused by the negligence of such Persons or breach of any agreement thereby, but only to the extent that insurance proceeds are received by Declarant in compensation for such loss. Without limiting the foregoing, any Project Insurance policies and Occupant-Maintained Insurance policies insuring against physical damage must provide, if reasonably possible, for waiver of:

- (a) any defense based on coinsurance;
- (b) any right of setoff, counterclaim, apportionment, proration or contribution due to other insurance not carried by the Project Occupant in violation of this Article VIII;
- (c) any invalidity, other adverse effect or defense due to any breach of warranty or condition caused by the Project Operator or any other Declarant-Related Additional Insured or any other Project Occupant or tenant or Permittee thereof, or arising from any act or omission of any named insured or the respective agents, contractors and employees of any insured;
- (d) any right of the insurer to repair, rebuild or replace the applicable Premises Improvement or Project Facility, and, if not so repaired, rebuilt or replaced following loss, any right under the applicable insurance policy to pay an amount less than the replacement value of the Premises Improvement or Project Facility so insured;
- (e) any denial of a Project Occupant's claim because of negligent acts by the Project Operator or other Project Occupants; and
- (f) prejudice of the insurance by acts or omissions of any other Project Occupants or Permittees thereof that are not under the control of the Project Operator or the insured Project Occupant, as applicable.

8.4 PROJECT OCCUPANT INDEMNITY. In addition to any other indemnity obligations set forth elsewhere in this Declaration, each Project Occupant (the "**Indemnifying**

Party”) shall, subject to Section 8.4.1 below, protect, indemnify, defend, and hold Project Operator, Declarant, the City, the Navy, the California Community Colleges Board of Governors, their respective appointed and elected officials and their respective employees, volunteers, agents, lenders, successors and assigns harmless from and against all claims, expenses, liabilities, loss, damage, and costs, including reasonable attorney fees, arising (directly or indirectly) as a result of or in connection with (i) use of the Indemnifying Party’s Premise or any other portion of the Project by the Indemnifying Party or its Permittees, or (ii) the conduct of any business or work or things done, permitted or suffered in or about the Indemnifying Party’s Premises or elsewhere in the Project by Permittees of the Indemnifying Party’s Premises and (iv) any breach of this Declaration by the Indemnifying Party or any Permittee thereof.

8.4.1 **Limitations.** Notwithstanding anything to the contrary in this Article VIII, (a) no Person shall be entitled to indemnification for any damage arising from the gross negligence or willful misconduct of such Person or its Permittees and (b) Declarant, the Project Operator and each Project Occupant, for itself and its Permittees, waives any right of recovery against Declarant, Project Operator or any other Project Occupant or their Permittees for any loss, damage, or injury to the extent the loss, damage or injury is actually covered by insurance.

ARTICLE IX RIGHTS OF MORTGAGEES

9.1 GENERAL PROTECTIONS. No amendment or violation of this Declaration shall defeat or render invalid the rights or lien of a First Mortgagee under any First Mortgage encumbering any Premises within the Project made in good faith and for value, provided that after the foreclosure of any such First Mortgage, such Premises will remain subject to this Declaration.

9.1.1 The sale or transfer of any Premises pursuant to judicial or nonjudicial foreclosure of a First Mortgage or deed-in-lieu of foreclosure transferring the Premises to such First Mortgagee shall extinguish the lien of any delinquent Assessments as to payments which became due prior to such foreclosure or transfer. Any such delinquent Assessments that become commercially impracticable to collect (due to loss of lien rights, as herein described, or otherwise) shall thereupon constitute a Common Expense collectible from all of the Project Occupants. Notwithstanding the foregoing, no such foreclosure or other transfer to a First Mortgagee shall relieve such Premises from liability for Assessments accruing or due for any period thereafter nor relieve the Project Occupant of such Premises for payment of any portion of the unpaid Assessments reallocated to all Project Occupants within the Project as part of the Common Expenses pursuant to Section 5.2 above.

9.2 NOTICES. Each First Mortgagee, insurer or guarantor of a First Mortgage encumbering any Premises within the Project, on filing a written request for notification with the Project Operator, shall be entitled to written notice of: (a) any condemnation or casualty loss which affects either the Premises securing the First Mortgage or a material portion of the Project Common Area adjacent thereto; (b) any delinquency of sixty (60) days or more in the performance of any monetary obligation under the Governing Documents on the part of the Project Occupant(s) of the Premises securing the First Mortgage, including any delinquent Assessments or charges owed by such Project Occupant(s), which notice each Project Occupant

consents to and authorizes; (c) a lapse, cancellation, or material modification of any Project Insurance; (d) any abandonment of that portion of the Project within which the Premises securing the First Mortgage may be located; and (e) any proposed amendment to the Declaration that would amend the provisions of this Article.

ARTICLE X ENFORCEMENT

10.1 BREACH OF GOVERNING DOCUMENTS. Pursuant to the Asset Management Agreement, the Project Operator has been assigned sole authority by Declarant to enforce the Governing Documents on the terms set forth in this Article X. Failure to comply with any of the terms of the Governing Documents by a Project Occupant or any Permittee thereof (other than non-payment of Assessments which shall be governed by Section 10.2 below) shall be grounds for relief which may include, without limitation, an action for recovery of damages, injunctive relief, imposition and enforcement of a lien on the Premises of the violating Project Occupant, or any combination thereof.

10.1.1 Remedies. If the Project Operator determines that there is a condition of non-compliance or violation of the terms of this Declaration, then the Project Operator may give written notice to the responsible Project Occupant (the “*Notice of Violation*”) identifying (i) the condition or violation complained of, and (ii) the length of time the Project Occupant has to remedy the violation. If the violating Project Occupant does not remedy such non-compliance or otherwise correct such violation as required by the Project Operator within the allotted time, the Project Operator may:

10.1.1.1 take any such Corrective Action appropriate to remedy such condition or violation, whereupon all expenses incurred by the Project Operator in connection therewith shall be reimbursed by the responsible Project Occupant, together with a five percent (5%) administrative fee, within ten (10) days of written demand therefor. Any amounts not so reimbursed may further constitute a Compliance Assessment on the Premises of the responsible Project Occupant enforceable in accordance with Section 10.2 below;

10.1.1.2 record a notice of noncompliance (a “*Notice of Noncompliance*”) against title to the Parcel on which the Premises of the non-compliant Project Occupant is located. The Notice of Noncompliance shall attach a copy of the Notice of Violation previously issued by the Project Operator pursuant to this Section 10.1, and shall include (i) a good and sufficient legal description of such Premises (or the Parcel on which such Premises is located, as applicable), (ii) the name of the record Project Occupant or reputed Project Occupant holding fee or leasehold title thereto, (iii) the Project Operator’s name and address, and (iv) if applicable, a brief description of the condition of non-compliance or violation. Recordation of the Notice of Noncompliance creates a lien on the Premises as contemplated in Section 2881 and Section 2884 of the California Civil Code, which may be enforced in accordance with the procedures set forth in Section 10.2.3 and Section 10.2.5 below. The Notice of Noncompliance shall be signed by an authorized officer or agent of Project Operator, and shall be mailed by certified mail to the record Project Occupant of the Premises no later than ten (10) calendar days after recordation. Project Operator shall not be liable to Project Occupant for any damages, costs, loss or injury resulting from the recording, in good faith, any

Notice of Noncompliance against title to a Parcel or any portion thereof, or enforcement of the lien created thereby; or

10.1.1.3 pursue any other legal or equitable remedies for damages or to compel compliance with the Governing Documents.

10.1.2 **Additional Remedies.** The Project Operator may adopt a schedule of fines or fees which, in its reasonable discretion, may be assessed against a Project Occupant for the failure of such Project Occupant or any Permittee of such Project Occupant's Premises to comply with the Governing Documents. Such fines or fees may only be assessed after delivery of a Notice of Violation and expiration of any cure period specified therein, provided that in the event of recurring violations of the same type by the same Project Occupant (or Permittees thereof), no additional notice or cure period shall be required after the Project Occupant's failure to cure the initial violation (or repeated violation after the initial cure) after receipt of the initial Notice of Violation. Payment of any such fines or fees shall constitute the personal obligation of the Project Occupant holding fee or leasehold title to the Premises as of the date of the violation. All remedies set forth in this Article X shall be in addition to any rights or remedies the Declarant may have under the Conveyance Documents arising from a default hereunder, including, without limitation, the right to terminate any ground leasehold interest in a Premises upon a breach of the Project Occupant's obligations under this Declaration on the terms set forth therein.

10.1.3 **Hearing.** Any Project Occupant who receives a Notice of Non-Compliance from the Project Operator or is otherwise the subject of any enforcement action by the Project Operator as a result of any alleged non-compliance with or violation of the provisions of the Governing Documents shall have the right to request a Hearing to dispute the existence of the alleged non-compliance, the occurrence of the alleged violation or responsibility for such violation or non-compliance on the part of the Project Occupant or its Permittees. The decision of the Hearing panel appointed by Declarant shall be binding on the Project Operator and all Project Occupants involved in the dispute.

10.1.4 **No Waiver.** Failure to enforce any provision hereof does not waive the right to enforce that provision, or any other provision hereof.

10.2 REMEDIES FOR NONPAYMENT OF ASSESSMENTS

10.2.1 **Delinquent Amounts.** In the event that any Assessments or other amounts owing to the Project Operator become delinquent, the Project Operator may (a) bring an action at law against the Project Occupant holding fee or leasehold title to such Premises at the time the delinquent Assessments were imposed (who shall be and remain personally obligated to pay the same notwithstanding any subsequent transfer of the Project Occupant's interest in such Premises), or (b) impose and enforce a lien against the Premises.

10.2.2 **Notice of Delinquent Amount.** Before the Project Operator may place a lien upon any Parcel to enforce the Project Occupant's payment of delinquent Assessments or other amounts, the Project Operator shall send a written notice (the "***Notice of Delinquent Amount***") to the Project Occupant by reputable overnight courier or certified mail which

contains the following information: (i) an itemized statement of the charges owed by the Project Occupant, including the original amount owed, any late charges incurred and any interest amounts having accrued on unpaid amounts up to date of the notice (showing the method of calculation), (ii) the collection practices that may be used by the Project Operator pursuant to the Payment Policy, (iii) a statement that the Project Operator may recover the reasonable costs of collection, along with reasonable detail showing the costs, including attorneys' fees, accrued through the date of the notice, and (iv) a statement that the Project Operator may record a lien against the Parcel for collection of such delinquent amount.

10.2.3 Lien Notice. No action may be brought to enforce any lien created in this Declaration unless at least thirty (30) days has expired following the date on which the Notice of Delinquent Amount is sent in accordance with Section 10.2.2. Following expiration of the 30-day period, Project Operator may record a notice of lien for nonpayment of the delinquent amounts (a "**Lien Notice**") against the Premises of the delinquent Project Occupant, which must attach a copy of the Notice of Delinquent Amount and must recite (a) a good and sufficient legal description of the Premises (or the Parcel on which such Premises is located, as applicable), (b) the record or reputed Project Occupant holding fee or leasehold title thereto, (c) the amount claimed by Project Operator as being due, and (d) the Project Operator's name and address. Recordation of the Lien Notice shall be deemed to create a lien on the Premises as contemplated in Section 2881 and Section 2884 of the California Civil Code, which lien shall continue until all delinquent amounts are paid in full or otherwise satisfied. The Lien Notice shall be signed by the Project Operator (in its capacity as the authorized agent of the Declarant), and shall be mailed by certified mail to the Project Occupant of the Premises shown on record title or otherwise pursuant to the Project Operator's records no later than ten (10) calendar days after recordation. The Project Operator shall not be liable to Project Occupant for any damages, costs, loss or injury resulting from the recording, in good faith, any Lien Notice against any Premises.

10.2.4 Priority of Liens. First Mortgages described in Section 9.1 above that are recorded prior to recording a Lien Notice by the Project Operator shall have priority over the lien in favor of the Project Operator with respect to said Lien Notice. Sale or transfer of any Premises or interest therein shall not affect the existence or priority of the lien, except that the sale or transfer of any Premises pursuant to judicial or nonjudicial foreclosure of a First Mortgage extinguishes the Project Operator's lien to the extent said lien secures payments that became due prior to such sale or transfer. No sale or transfer shall be deemed to relieve the transferred Premises from lien rights for any installments of Assessments (or other costs) thereafter becoming due. No Project Occupant who obtains an interest in any Premises pursuant to a judicial or nonjudicial foreclosure of a First Mortgage shall be personally liable for payment of any Assessments relating to the period prior to the acquisition of an interest in the Premises by such Project Occupant.

10.2.5 Enforcement of Lien. The Project Operator may enforce the lien arising hereunder in any manner permitted by law.

10.2.6 Curing of Default. The Project Operator shall record an appropriate Release of Lien upon payment by the defaulting Project Occupant of all delinquent amounts plus a reasonable fee to cover the cost of preparing and recording such release.

10.2.7 **Cumulative Remedies.** The foregoing lien rights shall be in addition to and not in substitution for all other rights and remedies which the Project Operator may have hereunder and by law, including a suit to recover a money judgment against the Project Occupant for unpaid Assessments or other delinquent amounts.

10.3 DISPUTE RESOLUTION. Any disputes which may arise under this Declaration or which otherwise relate to use or maintenance of the Project Common Area between (i) Declarant or the Project Operator and any director, officer, employee, representative or agent of either of them, on the one hand, and (ii) any Project Occupant or Permittee thereof, or any director, manager, partner, officer, employee, representative or agent of either of them, on the other hand, (Declarant, Project Operator, any Project Occupant or Permittee thereof and any of the foregoing which may be a party to any dispute subject to resolution pursuant to this Section 10.3 shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**”) including but not limited to a determination of any and all of the issues in such dispute, whether of fact or of law, shall be resolved (and a decision shall be rendered) by way of a judicial reference proceeding as provided for in Part 1, Title 8, Chapter 6 (§§ 638 et. seq.) of the California Code of Civil Procedure, or any successor California statute governing resolution of disputes by a court appointed referee. The judicial reference proceeding shall be conducted in the following manner:

10.3.1 **Authority of Referee.** The referee in such judicial reference proceeding (each, a “**Reference Proceeding**”) shall award all costs of the reference, including but not limited to the referee’s fees, reasonable attorney’s fees and other costs, to the Party in whose favor the determination or decision shall be rendered by the referee. The referee shall try all issues of fact and law and report a statement of decision to the court. The referee shall be the only trier of fact and law in the reference proceeding, and shall have no authority to refer any issues of fact or law to any other court, arbitrator or other trier of fact unless all Parties to the judicial reference proceeding consent, or the referee determines that a conflict of interest has arisen which would make it inappropriate for the referee to act as the trier of fact or law concerning an issue or matter.

10.3.2 **Place.** The proceedings shall be heard in Orange County, California.

10.3.3 **Selection of Referee.** The referee shall be a retired judge who served on the Superior Court of the State of California for the County of Orange with substantial experience in the type of matter in dispute and without any relationship to the Parties, unless the Parties agree otherwise. The Parties to the judicial reference proceeding shall meet to select the referee no later than thirty (30) days after service of the initial complaint on all defendants named in the complaint. Any dispute regarding the selection of the referee shall be resolved by the court in which the complaint is filed pursuant to California Code of Civil Procedure Section 640, or any successor statute, except that only one (1) referee shall be appointed.

10.3.4 **Commencement and Timing of Proceeding.** The referee shall commence the proceeding at the earliest convenient date and shall conduct the proceeding without undue delay.

10.3.5 **Pre-hearing Conferences.** The referee may require pre-hearing conferences.

10.3.6 **Discovery.** The Parties to the judicial reference proceeding shall be entitled to conduct discovery in the same manner as if the matter was being tried in a Superior Court of the State of California.

10.3.7 **Motions.** The referee shall have the power to hear and dispose of motions, including motions relating to discovery, provisional remedies, demurrers, motions to dismiss, motions for judgment on the pleadings and summary judgment and/or adjudication motions, in the same manner as a trial court judge. The referee shall also have the power to summarily adjudicate issues of fact or law including the availability of remedies whether or not the issue adjudicated could dispose of an entire cause of action or defense.

10.3.8 **Record.** A stenographic record of the hearing shall be made which shall remain confidential except as may be necessary for post-hearing motions and any appeals.

10.3.9 **Statement of Decision.** The referee's statement of decision shall contain an explanation of the factual and legal basis for the decision pursuant to California Code of Civil Procedure Section 632, or any successor statute. The decision of the referee shall stand as the decision of the court, and upon filing of the statement of decision with the clerk of the court, judgment may be entered thereon in the same manner as if the dispute had been tried by the court.

10.3.10 **Remedies.** The referee may grant all legal and equitable remedies and award damages in the judicial reference proceeding.

10.3.11 **Post-hearing Motions.** The referee may rule on all post-hearing motions in the same manner as a trial judge.

10.3.12 **Appeals.** The decision of the referee shall be subject to appeal pursuant to California Code of Civil Procedure Section 645 (or any successor statute) in the same manner as if the dispute had been tried by the court.

ARTICLE XI ANNEXATIONS AND AMENDMENTS

11.1 AMENDMENTS TO DECLARATION. This Declaration may be amended by recordation of a Supplemental Declaration or other written instrument executed and acknowledged by Declarant. If there is any conflict between any Supplemental Declaration and this Declaration, the provisions of the Supplemental Declaration shall control with respect to the real property described in such Supplemental Declaration. Declarant may execute and record Supplemental Declarations against all or any portion of the Covered Property (including real property being annexed into the Covered Property pursuant to Section 11.3 below) to modify certain provisions of this Declaration as applied to the real property described in such Supplemental Declaration; provided that any amendments or supplements to the terms of this Declaration set forth in a Supplemental Declaration recorded against only a portion of the Covered Property shall only apply to and be enforceable against those portions thereof

specifically described therein and expressly made subject to the provisions of such Supplemental Declaration. Without limiting the foregoing, any Supplemental Declaration recorded against the entire Project which contains amendments or supplemental terms that materially adversely impact the rights or increase the obligations of the Project Occupants shall further require Majority Approval of all Project Occupants within the Project. Any Supplemental Declaration recorded after conveyance of fee or leasehold interest in that portion of the Covered Property described therein to one or more Project Occupants shall require the Majority Approval of such Project Occupant(s) unless otherwise provided in the Conveyance Documents applicable thereto. Notwithstanding the foregoing, Majority Approval shall not be required for the Supplemental Declarations described in Section 11.2, Section 11.3 and Section 11.4 below.

11.2 FUNCTIONS OF SUPPLEMENTAL DECLARATIONS. Without limiting the generality of Section 11.1 above, Declarant shall have the right (but not the obligation) to record Supplemental Declarations against all or any portion of the Covered Property without the consent of the Project Occupants for any of the following purposes:

11.2.1 to annex additional real property to, or deannex any portion of the Covered Property from, the encumbrance of this Declaration pursuant to Section 11.3 below;

11.2.2 to confirm the Allocable Shares assigned to each of the Premises within the Project at any time (provided that any Supplemental Declaration purporting to change the methodology for determining Allocable Shares as set forth in Section 5.3.2 shall require Majority Approval);

11.2.3 To designate Special Benefit Areas pursuant to Section 5.3.4 above;

11.2.4 To modify existing easements or to establish additional easements not otherwise reserved or established in this Declaration;

11.2.5 To delegate to the Project Operator any rights or obligations reserved or assigned to Declarant in the applicable Conveyance Documents; or

11.2.6 To supplement or amend the description of the Project Common Area set forth in Exhibit C hereto or to otherwise establish additional Project Common Area (provided that establishment of additional Project Common Area on any Premises as to which a fee or leasehold interest has been transferred to a Project Occupant shall require the consent of the applicable Project Occupant).

11.3 ANNEXATION. Declarant shall have the right to add any portion of the Land (including any Project Common Area designated by Declarant therein) to the Covered Property ("**Annexed Territory**") from time to time without the approval of the Project Occupants (or, following the Transfer Date, the Association) by recording a Supplemental Declaration against such Annexed Territory (an "**Annexation Declaration**"). Upon recordation of an Annexation Declaration, all provisions contained in this Declaration will apply to the Annexed Territory described therein in the same manner as if it were originally covered by this Declaration, subject only to such modifications or additions as may be expressly provided for in such Annexation Declaration. Thereafter, the rights, powers and responsibilities of the Project Occupants and Permittees of any Premises within the Annexed Territory will be the same as if the Annexed

Territory were originally included in the Covered Property subject to this Declaration, with only such modifications or additions as may be expressly provided for in such Annexation Declaration or in any other Supplemental Declaration recorded pursuant to Section 11.2 above in connection therewith.

11.3.1 Content. Each Annexation Declaration may contain such additions and modifications of the covenants, conditions, restrictions, reservation of easements and equitable servitudes contained in this Declaration as may be necessary to reflect the different character, if any, of the Annexed Territory, or as Declarant deems appropriate in the development of the Annexed Territory, and as are consistent with the general plan of this Declaration. Each Annexation Declaration shall contain at least the following provisions:

(a) *Extension of Comprehensive Plan.* A statement that the provisions of this Declaration shall apply to the Annexed Territory described therein, subject to any addition, modification or deletions set forth therein; and

(b) *Designation of Project Common Area.* A description of the Project Common Area, if any, within the Annexed Territory; and

(c) *Allocation of Maintenance Obligations.* An allocation of maintenance obligations of the Project Operator and the Project Occupant(s) for improvements located within the Annexed Territory.

11.3.2 Deannexation. Declarant may unilaterally amend a Supplemental Declaration or delete all or a portion of the Project from the Covered Property subject to this Declaration provided that any such deannexation shall require a Declaration of Deannexation to be recorded describing the portion of the Project to be deannexed.

11.4 ESTABLISHMENT OF ASSOCIATION.

11.4.1 Transfer of Project Operator Obligations to Association. Declarant shall have the right at any time to transfer all or any portion of the Project Operator's authority and obligations hereunder to an "**Association**" formed pursuant to Section 11.4.2 below without the consent of the Project Operator or the Project Occupants (including fee owners or ground lessees of any portion of the Covered Property). Such transfer of authority and obligations to an Association shall be made on terms, and subject to any reservations, to be set forth in a Supplemental Declaration recorded by Declarant against the Covered Property as contemplated in Section 11.4.3 below (the "**Association Supplemental Declaration**"). Unless otherwise expressly set forth in such Association Supplemental Declaration, such transfer shall be limited to authority or obligations delegated to the Project Operator by this Declaration and the Asset Management Agreement and shall not include any authority, powers or rights (including approval or consent rights) which are retained or otherwise held by Declarant under this Declaration or the Conveyance Documents. The Association Supplemental Declaration shall specify the date (the "**Transfer Date**") on which the transfer of the Project Operator's authority and responsibilities to the Association shall become effective. From and after the Transfer Date, the Association shall be solely responsible for performing the Project Operator's responsibilities, including operation and maintenance of the Project Common Area and Project Facilities, and

Declarant and the Project Operator shall be relieved of all further liability for the performance or non-performance of any such responsibilities arising after the Transfer Date and all references in this Declaration to "Project Operator" shall thereafter be deemed to refer to the Association.

11.4.2 Association Incorporation. Prior to the Transfer Date, Declarant shall incorporate or organize the Association as a California nonprofit mutual benefit corporation, a California nonprofit public benefit corporation, or an unincorporated association that satisfies the requirements of an "Association" under California Civil Code Section 6528.

11.4.3 Association Supplemental Declaration. On or before the intended Transfer Date, Declarant shall record the Association Supplemental Declaration setting forth the manner in which the Project will be governed by the Association. Among other things, the Association Supplemental Declaration may include (a) the Association's Bylaws; (b) Association assessment and payment procedures (including assessment lien rights), (c) procedures for member meetings and member voting rights and (d) such other matters as are reasonably necessary and appropriate for the Association's operation of the Project Common Area, governance of the Project and discharge of the Project Operator's obligations hereunder. Subject to any limitations set forth in the Association Supplemental Declaration, each Project Occupant shall automatically become a member of the Association as of the Transfer Date. From and after the Transfer Date, operation of the Project and the rights and obligations of the Project Occupants hereunder shall be deemed modified by the terms of the Association Supplemental Declaration. Such Association Supplemental Declaration shall further confirm Declarant's intent that, effective from and after such Transfer Date, the Project shall be governed by CID Act.

11.4.4 Notice of Transfer. Declarant shall deliver written notice to each of the Project Occupants of transfer of the Project Operator's authority and responsibilities to the Association and the Transfer Date thereof, along with a copy of the Association Supplemental Declaration.

ARTICLE XII MISCELLANEOUS

12.1 EFFECT OF DECLARATION; BINDING COVENANTS RUNNING WITH THE LAND; EQUITABLE SERVITUDES. Every Person who holds, owns, occupies or acquires any right, title, estate or interest in or to any real property within the Covered Property does hereby consent and agree, and shall be conclusively deemed to have consented and agreed, to every limit, restriction, easement, reservation, condition and covenant contained in this Declaration, whether or not any reference to the Governing Documents is contained in the instrument by which such Person acquired an interest in the Covered Property or any portion thereof. Each and all of the restrictions, covenants, easements and other terms of this Declaration are imposed pursuant to a general plan for the improvement and use of the Covered Property designed for the mutual benefit of the Project Occupants. The covenants contained in this Declaration shall further constitute covenants running with the land for the mutual burden and benefit of all real property within the Covered Property; and shall be binding upon, and shall inure to the benefit of, the Project and any portion thereof or interest therein. The restrictions, covenants, easements and other terms set forth herein shall further constitute equitable servitudes binding on and inuring to the benefit of Declarant, the Project Occupants and all Persons having

or hereafter acquiring any interest in any portion of the Covered Property and each and all of their respective successors, assigns, mortgagees, and Permittees. Notwithstanding the foregoing, except as otherwise expressly provided herein, the rights or privileges conferred upon the Project Occupants by this Declaration shall not inure to the benefit of any Permittee or other Person who is not a Project Occupant, nor shall any Persons other than Declarant, the Project Operator or the Project Occupants be deemed to be a third party beneficiary of any of the provisions contained herein.

12.2 DURATION; TERMINATION. This Declaration and each term, easement, covenant, restriction and undertaking contained herein will remain in effect for a term of sixty (60) years from the Recordation hereof and will automatically be renewed for successive ten (10) year periods thereafter, unless Declarant and, from and after the Transfer Date, Project Occupants representing at least sixty percent (60%) of the voting power of the Association elect not to automatically renew the term of this Declaration prior to expiration thereof.

12.3 NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration constitutes a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

12.4 ATTORNEYS' FEES; COURT COSTS. If any action or proceeding is instituted to enforce or interpret this Declaration or for damages on account of the breach of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the other party its reasonable attorneys' fees and costs and expenses of litigation incurred in such action or proceeding (including any judicial reference proceeding conducted pursuant to Section 10.3 above).

12.5 FORCE MAJEURE. If the Project Operator, any Project Occupant or any Permittee thereof shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Person under this Declaration by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, acts of any governmental agency, governmental laws or regulations, riots, insurrections, adverse weather conditions preventing the performance of work (as certified to by the licensed architect, engineer, or other individual overseeing the performance of the relevant work), war or other reason beyond such Person's control, then the time for performance of such act shall be extended for a period equal to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Person.

12.6 ESTOPPEL CERTIFICATE. The Project Operator shall, upon the written request of a Project Occupant, issue to the requesting party, or to any prospective mortgagee, purchaser or tenant of such requesting party's Premises, an estoppel certificate (i) stating whether the Project Operator knows of any default under this Declaration relating to or materially affecting the requesting party's Premises and, if there are known defaults, specifying the nature thereof, and (ii) confirming that (A) this Declaration is, at that time, in full force and effect, and (B) the Declaration has not been modified or amended (or, if applicable, specifying any Supplemental Declarations or amendments applicable to such Premises).

12.7 NOTICES. Except as otherwise provided in this Declaration, notice to be given to a Project Occupant must be in writing and may be delivered to the Project Occupant or designated representative thereof, personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means, at the address provided to the Project Operator by such Project Occupant. If a Project Occupant does not furnish an address, notice may be sent to the street address of the Project Occupant's Premises. Each Project Occupant may change its address by written notice to the Project Operator given in the manner provided in this Section. Any notice to be given to the Project Operator may be sent by United States mail, postage prepaid, addressed to the Project Operator at such address as may be designated from time to time and circulated to all Project Occupants or sent by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means to such address or telephone number as the Project Operator may designate by written notice to the Project Occupants. Delivery of such notice to one (1) or more co-Project Occupants of a Premises, to any general partner of a partnership constituting the Project Occupant, or to a manager or managing member of a limited liability company constituting the Project Occupant, constitutes delivery to the Project Occupant. Delivery of such notice to any officer or agent for the service of process on a corporation constitutes delivery to the corporation. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Project Occupant at the most recent address furnished by such Project Occupant to the Project Operator. Any notice delivered by regular U.S. Mail shall be deemed delivered three (3) business days after the time of such mailing.

12.8 DISCLAIMERS AND DISCLOSURES.

12.8.1 No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant, the Project Operator or their agents or employees in connection with the Project, or any portion thereof, its physical condition, zoning, compliance with Applicable Laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof except as specifically and expressly set forth in this Declaration.

12.8.2 Hazardous Substance Notification. As noted in the deed executed by the City conveying title to the Land to Declarant (as amended or restated from time to time, the "*City Deed*"), the deed executed by the U.S. Government to convey the real property within which the Land is located to the City (as amended or restated from time to time, the "*Navy Deed*") contained the following express notice:

"Pursuant to 42 U.S.C. §9620(h)(3)(A) and the provision of 40 C.F.R. part 373, the [U.S. Government] hereby gives notice that hazardous substances were stored for one year or more, released or disposed of on the Property."

The Navy Deed further included additional information regarding the type and quantity of hazardous substances, the time at which such storage, release or disposal took place and a description of the remedial action taken, if any. Neither Declarant nor Project Operator shall be deemed to have made any representations or warranties regarding the accuracy of the information disclosed in the Navy Deed. Each Project Occupant shall be solely responsible for reviewing the disclosures in the Navy Deed and otherwise performing its own evaluation of the

environmental condition of their respective Premises prior to commencing development, use or occupancy thereof.

12.8.3 **Disclaimer of Common Interest Development.** Prior to the Transfer Date, the Project shall not constitute a “common interest development” within the meaning of, or otherwise be subject to, the CID Act; and Declarant expressly disclaims any intent to operate the Project as common interest development subject thereto. The rights of the Project Occupants to use of the Project Common Area established under this Declaration or any Conveyance Documents shall not constitute an “interest in common area” within the meaning of the CID Act.

12.8.4 **Additional Provisions.** Declarant makes no representations or warranties regarding the future enforceability of any provision in the Governing Documents. The Project Occupants should be aware that there may be applicable Legal Requirements, including from and after the Transfer Date, the CID Act, which may supplement or override the Governing Documents.

12.8.5 **Security Disclaimer.** Services provided by the Project Operator and Project Facilities constructed or maintained by the Project Operator may provide access control or other security benefits to the Project and its occupants and users; however, these services and Project Facilities do not provide security for Persons, personal property or Premises within the Project. Declarant and the Project Operator do not undertake to provide security for Project nor do they make any representations or warranties whatsoever concerning the security or safety of the Project Common Area or Project Facilities or any other portion of the Project. Neither Declarant nor the Project Operator shall be liable to any person, and each Project Occupant on behalf of itself and its Permittees waives any claim against Declarant and the Project Operator, for (i) any unauthorized or criminal entry of third parties into the Project or any portion thereof, or (ii) any damage, injury or death of any person, or any loss of property in and about the Project or any portion thereof, to the extent caused by any unauthorized or criminal acts of third parties, regardless of any action, inaction, failure, breakdown, malfunction or insufficiency of any security services provided by Declarant or the Project Operator from time to time.

SIGNATURES ON FOLLOWING PAGE

***SIGNATURE PAGE
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADVANCED TECHNOLOGY & EDUCATION PARK***

This Declaration is dated for identification purposes _____, 201____.

DECLARANT: SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT, a public agency

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

EXHIBIT A

LEGAL DESCRIPTION

S.O.C.C.C.D. ATEP CAMPUS

(APN 430-283-10, 11, 22, & 23; POR. APN 430-283-9 & 21)

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455, TOGETHER WITH A PORTION OF PARCEL IV-J-6 AND ALL OF PARCELS IV-J-7 AND IV-J-8 ALL AS DESCRIBED IN SHORT FORM NOTICE OF LEASE IN FURTHERANCE OF CONVEYANCE RECORDED MAY 14, 2002 AS INSTRUMENT NO. 20020404590, ALL OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "SOUTH 49°22'21" EAST, 131.81 FEET" IN THE GENERAL NORTHERLY LINE OF SAID PARCEL I-E-1.1 BEING ALSO THE SOUTHEASTERLY LINE OF REDHILL AVENUE;

THENCE ALONG SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1 THROUGH THE FOLLOWING COURSES:

- 1) SOUTH 49°22'21" EAST, 131.81 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET;
- 2) EASTERLY ALONG SAID CURVE, 13.54 FEET, THROUGH A CENTRAL ANGLE OF 31°01'38";
- 3) SOUTH 80°23'59" EAST, 76.58 FEET;
- 4) SOUTH 86°54'41" EAST, 259.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 14.50 FEET;
- 5) EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, 21.89 FEET, THROUGH A CENTRAL ANGLE OF 86°28'53" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 362.00 FEET;
- 6) NORTHEASTERLY ALONG SAID CURVE, 214.11 FEET, THROUGH A CENTRAL ANGLE OF 33°53'18"
- 7) NORTH 40°29'44" EAST, 282.84 FEET TO THE GENERAL NORTHEASTERLY LINE OF SAID PARCEL I-E-1.1;

THENCE LEAVING SAID GENERAL NORTHERLY LINE OF PARCEL I-E-1.1, ALONG THE GENERAL NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCELS I-E-1.1, IV-J-6, AND IV-J-8 THROUGH THE FOLLOWING COURSES:

- 1) SOUTH 47°19'39" EAST, 44.34 FEET;
- 2) NORTH 85°40'06" EAST, 24.04 FEET;
- 3) SOUTH 49°19'54" EAST, 9.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3,108.59 FEET;
- 4) SOUTHEASTERLY ALONG SAID CURVE, 124.86 FEET, THROUGH A CENTRAL ANGLE OF 02°18'05" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3,092.59 FEET;

PAGE 1 OF 5

- 5) SOUTHEASTERLY ALONG SAID CURVE, 124.22 FEET, THROUGH A CENTRAL ANGLE OF 02°18'05";
- 6) SOUTH 49°19'54" EAST, 313.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,447.04 FEET;
- 7) SOUTHEASTERLY ALONG SAID CURVE, 35.31 FEET, THROUGH A CENTRAL ANGLE OF 01°23'53";
- 8) SOUTH 04°58'49" EAST, 24.35 FEET;
- 9) SOUTH 54°27'57" EAST, 56.24 FEET;
- 10) NORTH 83°15'15" EAST, 22.96 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,447.04 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 35°44'30" WEST;
- 11) SOUTHEASTERLY ALONG SAID CURVE, 300.53 FEET, THROUGH A CENTRAL ANGLE OF 11°53'59";
- 12) SOUTH 66°09'29" EAST, 52.51 FEET;
- 13) SOUTH 21°09'25" EAST, 24.04 FEET;
- 14) SOUTH 68°17'15" EAST, 62.36 FEET;
- 15) NORTH 64°09'20" EAST, 23.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,090.18 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 19°14'54" WEST;
- 16) EASTERLY ALONG SAID CURVE, 94.07 FEET, THROUGH A CENTRAL ANGLE OF 04°56'38" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,464.04 FEET;
- 17) EASTERLY ALONG SAID CURVE, 17.78 FEET, THROUGH A CENTRAL ANGLE OF 00°41'45" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 142.00 FEET;
- 18) EASTERLY ALONG SAID CURVE, 29.51 FEET, THROUGH A CENTRAL ANGLE OF 11°54'29";
- 19) SOUTH 64°29'00" EAST, 15.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 158.00 FEET;
- 20) EASTERLY ALONG SAID CURVE, 41.02 FEET, THROUGH A CENTRAL ANGLE OF 14°52'27";
- 21) SOUTH 79°21'27" EAST, 218.54 FEET
- 22) THENCE SOUTH 31°20'58" EAST, 40.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,354.04 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS SOUTH 73°20'33" EAST;
- 23) SOUTHERLY ALONG SAID CURVE, 48.37 FEET, THROUGH A CENTRAL ANGLE OF 02°02'49" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET;
- 24) SOUTHWESTERLY ALONG SAID CURVE, 11.87 FEET, THROUGH A CENTRAL ANGLE OF 16°11'24";
- 25) THENCE SOUTH 34°53'40" WEST, 33.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.00 FEET;
- 26) SOUTHWESTERLY ALONG SAID CURVE, 13.90 FEET, THROUGH A CENTRAL ANGLE OF 13°44'05" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,342.04 FEET;

- 27) SOUTHERLY ALONG SAID CURVE, 57.52 FEET, THROUGH A CENTRAL ANGLE OF 02°27'21" TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 58.00 FEET;
- 28) SOUTHERLY ALONG SAID CURVE, 13.90 FEET, THROUGH A CENTRAL ANGLE OF 13°44'05";
- 29) SOUTH 09°52'51" WEST, 33.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 42.00 FEET;
- 30) SOUTHERLY ALONG SAID CURVE, 11.87 FEET, THROUGH A CENTRAL ANGLE OF 16°11'28" TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1,354.04 FEET;
- 31) SOUTHWESTERLY ALONG SAID CURVE, 981.34 FEET, THROUGH A CENTRAL ANGLE OF 41°31'31";
- 32) SOUTH 67°35'50" WEST, 139.46 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,446.04 FEET;
- 33) SOUTHWESTERLY ALONG SAID CURVE, 215.66 FEET, THROUGH A CENTRAL ANGLE OF 08°32'42" TO THE NORTHEASTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE LEAVING SAID SOUTHEASTERLY LINE OF PARCEL IV-J-6, ALONG SAID NORTHEASTERLY LINE OF VICTORY ROAD THROUGH THE FOLLOWING COURSES:

- 1) NORTH 77°47'22" WEST, 36.94 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,446.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF CURVE BEARS NORTH 55°22'08" EAST;
- 2) NORTHWESTERLY ALONG SAID CURVE, 235.69 FEET, THROUGH A CENTRAL ANGLE OF 09°20'20";
- 3) NORTH 00°53'21" WEST, 23.94 FEET;
- 4) NORTH 46°05'07" WEST, 73.00 FEET;
- 5) SOUTH 88°43'07" WEST, 23.51 FEET;
- 6) NORTH 49°21'14" WEST, 78.15 FEET;
- 7) SOUTH 40°38'46" WEST, 0.31 FEET;
- 8) NORTH 49°45'56" WEST, 17.18 FEET;
- 9) NORTH 50°48'31" WEST, 545.11 FEET;
- 10) NORTH 05°04'38" WEST, 24.34 FEET;
- 11) NORTH 49°20'45" WEST, 62.00 FEET;
- 12) SOUTH 40°39'15" WEST, 2.45 FEET;
- 13) SOUTH 84°55'22" WEST, 23.73 FEET;
- 14) NORTH 50°48'31" WEST, 419.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,354.00 FEET;
- 15) NORTHWESTERLY ALONG SAID CURVE, 33.94 FEET, THROUGH A CENTRAL ANGLE OF 01°26'10";
- 16) THENCE NORTH 49°22'21" WEST, 196.34 FEET
- 17) NORTH 03°17'29" WEST, 37.48 FEET TO THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL I-E-2.1 BEING ALSO SAID SOUTHEASTERLY LINE OF RED HILL AVENUE;

THENCE LEAVING SAID NORTHEASTERLY LINE OF VICTORY ROAD, ALONG THE GENERAL NORTHWESTERLY LINES OF SAID PARCELS 1-E-2.1 AND I-E-1.1 NORTH 40°37'39" EAST, 451.48 FEET TO THE **POINT OF BEGINNING**;

TOGETHER WITH THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TUSTIN, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL I-E-1.1 AND PARCEL I-E-2.1 AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 03-01 RECORDED APRIL 15, 2003 AS INSTRUMENT NO. 2003000418455, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN TARC PARCEL DESCRIBED IN ATTACHMENT A OF SPECIAL WARRANTY DEED TO THE UNITED STATES OF AMERICA RECORDED APRIL 9, 2015 AS INSTRUMENT NO. 2015000182843 AND RE-RECORDED APRIL 28, 2015 AS INSTRUMENT NO. 2015000216931, BOTH OF OFFICIAL RECORDS, ALSO BEING A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL I-E-2.1;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID TARC PARCEL SOUTH 49°20'45" EAST, 718.34 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN SOCCCD-COUNTY EXCHANGE PARCEL (FEE) DESCRIBED IN EXHIBIT B-1 OF DEVELOPMENT AGREEMENT AND AMENDED AND RESTATED AGREEMENT RECORDED MAY 23, 2015 AS INSTRUMENT NO. 2013000312295 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID NORTHWESTERLY LINE OF EXCHANGE PARCEL (FEE) NORTH 40°39'16" EAST, 597.64 FEET TO THE SOUTHWESTERLY LINE OF VICTORY ROAD IN THAT OFFER OF DEDICATION TO THE CITY OF TUSTIN RECORDED FEBRUARY 28, 2017 AS INSTRUMENT NO. 2017000082670 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG THE SAID SOUTHWESTERLY LINE OF VICTORY ROAD THROUGH THE FOLLOWING COURSES:

- 1) NORTH 49°20'45" WEST, 31.02 FEET;
- 2) NORTH 05°04'38" WEST, 24.35 FEET;
- 3) NORTH 50°48'31" WEST, 416.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,446.00 FEET;
- 4) NORTHWESTERLY ALONG SAID CURVE, 36.24 FEET, THROUGH A CENTRAL ANGLE OF 01°26'10";
- 5) NORTH 49°22'21" WEST, 190.34 FEET;
- 6) SOUTH 84°32'48" WEST, 37.48 FEET;
- 7) SOUTH 40°37'39" WEST, 179.11 FEET;
- 8) SOUTH 43°18'58" WEST, 21.32 FEET TO THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 40°37'39" EAST, 720.00 FEET" IN SAID NORTHWESTERLY LINE OF PARCEL I-E-2.1;

THENCE LEAVING SAID SOUTHWESTERLY LINE OF VICTORY ROAD, ALONG SAID NORTHWESTERLY LINE OF PARCEL I-E-2.1 SOUTH 40°37'39" WEST, 376.02 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AS A WHOLE: 61.290 ACRES

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

DATED THIS 30TH DAY OF MAY 2018.



KURT R. TROXELL L.S. 7854
FUSCOE ENGINEERING



EXHIBIT B

LEGAL DESCRIPTION OF THE COVERED PROPERTY



May 1, 2018
BKF No. 20122006-13
Page 1 of 2

COLLEGE PARCEL 1
Tustin, CA
Portion of APN: 430-283-10

Real property situated in the City of Tustin, County of Orange, State of California, described as follows:

BEING a portion of PARCEL I-E-1.1 as said parcel is described in that certain document entitled "QUIT CLAIM DEED AND ENVIRONMENTAL RESTRICTION PURSUANT TO CIVIL CODE SECTION 1471," filed for record on April 29, 2004 in Document No. 2004000369376, Records of Orange County, more particularly described as follows;

COMMENCING at a point in the southeasterly line of Red Hill Avenue being also the northerly terminus of the northwesterly line of said PARCEL I-E-1.1, described as North $40^{\circ}37'39''$ East, 253.20 feet, as described in said document;

Thence continuing along said northwesterly line the following four (4) courses:

1. South $49^{\circ}22'21''$ East, 131.81 feet to the beginning of a tangent curve concave to the northeast, having a radius of 25.00 feet;
2. Along said curve, through a central angle of $31^{\circ}01'38''$, for an arc length of 13.54 feet;
3. South $80^{\circ}23'59''$ East, 76.58 feet;
4. South $86^{\circ}54'41''$ East, 259.66 feet the beginning of a tangent curve, having a radius of 14.50 feet;

Thence leaving said northwesterly line South $57^{\circ}41'43''$ East, 61.42 feet to the **TRUE POINT OF BEGINNING**;

Thence the following nine (9) courses:

- 1) South $86^{\circ}57'10''$ East, 19.17 feet;
- 2) South $72^{\circ}01'17''$ East, 31.06 feet to the beginning of a non-tangent curve, concave to the south, having a radius of 105.00 feet, from said point a radial line bears South $2^{\circ}41'38''$ West;
- 3) Easterly along said curve, through a central angle of $20^{\circ}45'15''$, an arc length of 38.03 feet;
- 4) South $66^{\circ}33'07''$ East, 161.43 feet;
- 5) South $11^{\circ}15'32''$ West, 105.48 feet to a point North $50^{\circ}31'16''$ West, 75.62 feet from the northerly terminus of the northeasterly line described as North $9^{\circ}21'06''$ East, 1,360.64 feet;
- 6) South $21^{\circ}15'32''$ West, 79.58 feet;
- 7) North $68^{\circ}44'28''$ West, 243.29 feet;

8) North 18°06'13" East, 67.16 feet;

9) North 11°15'32" East, 111.10 feet to the **POINT OF BEGINNING**.

Containing an area of 46,022 square feet or 1.057 acres, more or less.

Being a portion of Assessor's Parcel Numbers 430-283-10.

As shown on "Schedule 1" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
DThresh@bkf.com

Date: _____

RED HILL AVENUE**P.O.C.**

N40°37'39"E

253.20'

131.81'

S49°22'21"E

R=25.00'
 $\Delta=31^{\circ}01'38''$
 L=13.54'

S80°23'59"E
 76.58'

LANDS OF ORANGE
 COUNTY RESCUE MISSION
 DOC. NO. 20080297610

| LINE TABLE | | |
|------------|-------------|--------|
| | DIRECTION | LENGTH |
| L1 | S86°57'10"E | 19.17' |
| L2 | S72°01'17"E | 31.06' |

LEGEND

APN ASSESSOR'S PARCEL NUMBER
 P.O.C. POINT OF COMMENCEMENT
 T.P.O.B. TRUE POINT OF BEGINNING



S57°41'43"E
 61.42'

T.P.O.B.

R=14.50'
 $\Delta=86^{\circ}28'53''$
 L=21.89'

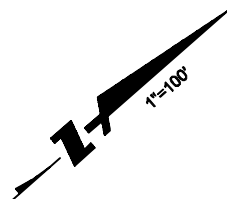
N18°06'13"E 67.16'
 N11°15'32"E 111.10'

COLLEGE PARCEL 1

46,022 SQ. FT.±
 1.057 ACRES±

R=105.00'
 $\Delta=20^{\circ}45'15''$
 L=38.03'

PARCEL J-E-IJ
 DOC. NO. 20020404595
 APN 430-283-10



(SCALE IN FEET)

S21°15'32"W 79.58'
 S11°15'32"W 105.48'

N50°31'16"W
 74.62'

N9°21'06"E 1,360.64'

PARCEL IV-J-6
 DOC. NO. 20020404590

EXHIBIT C

PROJECT COMMON AREA

[NONE FOR THIS PAGE]

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage, Energy Service Contract Public Hearing

ACTION: Public Hearing

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy service contracts which the governing board determines is in the best interest of the district, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, and is publically displayed at Saddleback College, Irvine Valley College and the ATEP IDEA building.

District staff has identified a project to install behind-the-meter battery energy storage equipment at Irvine Valley College.

The Board of Trustees will hold a public hearing, at its regularly scheduled meeting, to consider the project before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments with regard to the Energy Service Contract, to install behind-the-meter battery energy storage equipment, at Irvine Valley College.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage, Adopt Resolution No.18-16, Authorizing Entering into an Energy Service Contract

ACTION: Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy service contracts based on terms and conditions which the governing board determines is in the best interest of the district provided that such determination is made at a regularly scheduled public hearing in which public notice is given at least two weeks in advance.

District staff has identified a project to install battery energy storage equipment at Irvine Valley College.

STATUS

Staff recommends the Board authorize the entering into an Energy Service Contract for the Irvine Valley College Behind-the-Meter Battery Energy Storage project (EXHIBIT A).

Basic Aid funds are available in the Irvine Valley College Parking Lot Phase IA and Solar Shade project funds of \$7,488,000 for any construction related expenses and general funds are available for the annual costs.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-16 (EXHIBIT A) to authorize entering into an Energy Service Contract for the Irvine Valley College Behind-the-Meter Battery Energy Storage project.

Resolution No. 18-16

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING ENTERING INTO AN ENERGY SERVICES CONTRACT
AT IRVINE VALLEY COLLEGE
BEHIND-THE-METER BATTERY ENERGY STORAGE PROJECT

June 25, 2018

WHEREAS, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, District staff and an energy engineering consultant have completed an assessment of the design and supporting calculations of the proposed battery energy storage system and have determined that the installation of the batteries and associated energy management controls will provide energy savings to the district of approximately \$71,000 annually; and,

WHEREAS, on June 25, 2018, pursuant to Government Code Section 4217.10 et seq., the Board held a public hearing at a regularly scheduled Board meeting, with respect to the district entering into an energy service contract; and,

WHEREAS, based upon review by district staff, college staff and consultants, the anticipated cost to the district for the electrical utilities through the use of battery energy storage will be less than the anticipated marginal cost to the district for same utilities that would have been consumed in the absence of this energy conservation project ; and,

WHEREAS, the district desires to enter into an energy service contract, to install, operate and maintain battery energy storage equipment.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby finds that:

1. The above recitals are true and correct.
2. The district held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
3. Based on all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract for the installation, operation and maintenance of behind the meter battery energy storage at Irvine Valley College.

4. The district's vice chancellor of business services and designees are authorized to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on June 25, 2018.

Timothy Jemal, President

Marcia Milchiker, Vice President

T.J. Prendergast III, Clerk

James R. Wright, Member

David B. Lang, Member

Barbara J. Jay, Member

Terri Whitt, Member

Ann-Marie Gabel, Interim Chancellor
And Secretary to the Governing Board

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Irvine Valley College Behind-the-Meter Battery Energy Storage Project, Award of Energy Management Services Agreement, Hybrid-Electric Building Technologies West Los Angeles 1, LLC

ACTION: Approval

BACKGROUND

Government Code Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board has approved a resolution authorizing the use of an energy service contract for the Irvine Valley College Behind-the-Meter Battery Energy Storage project.

Under GC 4217.12 the Board must find that the anticipated cost to the district for conservation services provided under this agreement will be less than the anticipated cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of these purchases. The minimum annual savings (EXHIBIT A) is \$71,122.

On February 13, 2013, the California Public Utilities Commission authorized Southern California Edison's (SCE) Local Capacity Requirements program to ensure adequate electrical capacity to meet peak electrical demand.

STATUS

On December 8, 2017, SOCCCD issued a Request for Qualifications and Proposals to the two firms selected to participate in Southern California Edison's Local Capacity Requirements program (EXHIBIT B). Proposals from both firms were received and evaluated by district and college staff, with technical analysis support from the energy engineering firm, Newcomb Anderson McCormick.

A battery energy storage system will provide an opportunity to reduce energy demand from the state electrical grid during peak rate hours. It will also reduce college energy costs by shifting the purchase of electricity to less expensive times of use and reduce demand charges. Cost for installation will be borne by investors working with SCE. SCE's objective is to ensure adequate electrical capacity.

Based on a combination of savings, technical merit and total cost, the evaluation committee recommends that the Board of Trustees approve the Energy Management Services agreement (EXHIBIT C) for the Irvine Valley College Behind-the-Meter Battery Energy Storage project with Hybrid-Electric Building Technologies West Los Angeles 1, LLC, with a monthly energy management services fee of \$4,492, for a period of ten years, and an estimated contract value of \$539,040.

Funds are available in the Irvine Valley College General Fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Energy Management Services Agreement (EXHIBIT C) for the Irvine Valley College Behind-the-Meter Battery Energy Storage project with Hybrid-Electric Building Technologies West Los Angeles 1, LLC, with a monthly energy management services fee of \$4,492, for a period of ten years, and an estimated contract value of \$539,040.

**BEHIND-THE-METER BATTERY ENERGY STORAGE PROJECT
ENERGY MANAGEMENT SERVICES AGREEMENT
IRVINE VALLEY COLLEGE**

June 25, 2018

Based upon a review and validation of energy consumption calculations and verification of energy cost savings by energy engineering firm Newcomb Anderson McCormick, minimum energy cost savings of \$125,026 per year are guaranteed, with a guaranteed annual operation and maintenance cost of \$53,904. Other district expenses are limited to Division of the State Architect plan review fees, construction inspection services, and exceptional circumstance situations.

Guaranteed Net Annual Savings of \$71,122

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
BEHIND-THE-METER BATTERY ENERGY STORAGE PROJECT
ENERGY MANAGEMENT SERVICES AGREEMENT
IRVINE VALLEY COLLEGE**

South Orange County Community College District

June 25, 2018

| <u>Company Name</u> | <u>City</u> | <u>Submitter's Name</u> |
|-------------------------------------|--------------------|--------------------------------|
| *Advanced Microgrid Solutions, Inc. | San Francisco, CA | Susan Kennedy |
| Stem, Inc. | Millbrae, CA | Karen Butterfield |

***Recommended Firm - Advanced Microgrid Solutions is under contract with Hybrid-Electric Building Technologies West Los Angeles 1, LLC to act as the developer and operator of all the projects in their portfolio and provides proposals on their behalf. Hybrid-Electric Building Technologies West Los Angeles 1, LLC owns the energy storage projects that are part of the Southern California Edison Local Capacity Requirement program.**

ENERGY MANAGEMENT SERVICES AGREEMENT

This ENERGY MANAGEMENT SERVICES AGREEMENT (“Agreement”) is made as of June 25, 2018 (the “Effective Date”), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (“Host”), and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company (“Provider” and, together with Host, the “Parties,” and each a “Party”), on the following terms and conditions. Capitalized terms not otherwise defined shall have the meanings in Schedule 5, Defined Terms.

1. Energy Storage System. Provider will install an electric energy storage system, together with all associated meters, switches, conduits, foundations, and other technology, equipment, software, and related components (an “Energy Storage System”), at the Premises to provide Energy Management Services (defined in Section 2 below) to Host at a location owned by Host (each a “Property”). The size and location of the Energy Storage System are identified in Schedule 1 (Energy Storage System, Premises, and Property).

2. Energy Management Services. Following the Commercial Operation Date and continuing for the remainder of the Term, Provider will provide the following services (collectively, the “Energy Management Services”) to Host at the Property:

2.1 Cost Savings. Provider will utilize the Energy Storage System to provide Cost Savings, including, as applicable, by capturing the differential between high-cost and low-cost energy prices and reducing demand charges that Provider has agreed to provide using the Energy Storage System;

2.2 Energy Analytics and Portfolio Planning. Using historic, current, and forecasted load data, Provider will use its software platform to analyze energy and equipment data at the Property where the Energy Storage System is in operation to identify opportunities and recommend strategies to (a) improve energy efficiency, (b) optimize energy resources, and (c) reduce greenhouse gas emissions. Provider shall provide all the services expressly set forth herein, and may implement additional recommendations upon mutual agreement with Host;

2.3 Network Operations Center Monitoring. Provider will provide Host with access to an energy management web portal that will display Host’s energy usage, kWh throughput for the Energy Storage System, peak demand reduction enabled by the Energy Storage System, and estimated Cost Savings on a billing period and annual basis; and

2.4 24/7 System Monitoring. Provider will, at its own expense, install an internet connection and/or telephone line for remote monitoring of the Energy Storage System, and will monitor the operation and performance of the Energy Storage System, 24 hours per day and 7 days per week in a manner compliant with Host’s IT security policy and standards.

3. Fees and Payments. In consideration for the Energy Management Services, following the Commercial Operation Date and continuing for the remainder of the Term, Host will pay Provider the amounts set forth in Schedule 2 (Cost Savings and Service Fees), attached to this Agreement.

4. Term. The term of this Agreement (together with the Short-Term Extension (defined below), “Term”) will commence on the Effective Date and will continue for a period of ten (10) years following the Commercial Operation Date, unless sooner terminated pursuant to the terms and conditions of this Agreement; provided, however, by written notice delivered to Host prior to the expiration of the Term, Provider shall have the right to extend the Term by up to six (6) months (the “Short-Term Extension”) as necessary for Provider to align the expiration of the Term with the expiration of the term under any Utility Services Agreement.

5. Utility Services. In addition to providing the Energy Management Services to Host, Provider will have the right to utilize the Energy Storage System to provide Utility Services to a Local Electric Utility, Control Area Operator, or other Person, provided that prior to utilizing the Energy Storage System to provide such Utility Services, Provider and Host shall agree, pursuant to a written agreement, separate and apart from this Agreement, to the same and the sharing between the Parties of the income from such Utility Services (after deduction of all costs incurred to provide the same). Provider agrees that the provision of the Utility Services will not unreasonably impact or disrupt

the Property, or excuse Provider from its obligations to provide the Energy Management Services, and Host agrees that during the Term, it will not sell, assign, subscribe, pledge, provide, or commit the electrical load of the Property (including by participation in any demand response programs) to any Person other than Provider, sell any Utility Services or participate in any Utility Services programs other than with Provider, or engage or utilize any Person other than Provider to provide services that are the same as or similar to the Energy Management Services. Notwithstanding the foregoing to the contrary, Provider will be solely entitled to all income and benefits from, and will be solely responsible for all costs and obligations for, any Utility Services sold or provided under any Utility Services Agreement entered into by Provider prior to the Effective Date, including the DRESAs.

6. Incentives. The Parties shall cooperate in applying for any grants, credits, or other Incentives (including, without limitation, SGIP and Auto-DR) that Provider elects to pursue and are (or during the Term, may become) available and are applicable to the Energy Storage System (or any part thereof) or the provision of the Energy Management Services. Unless otherwise agreed by the Parties in writing, Provider shall be solely responsible for the cost and expense of applying for, and shall be entitled to all revenue, credits, and benefits from, any Incentives, and to the extent Host or its Affiliates acquires any right, title, interest, or possession in or to such Incentives, Host and/or its Affiliates agree to promptly transfer, assign, and deliver the same to Provider. For clarity, and notwithstanding any provision herein to the contrary, Host and Provider hereby agree that (a) Provider shall be solely entitled to SGIP and Auto-DR applicable to the Energy Storage System, Energy Management Services, and the transactions set forth herein, and (b) subject to the foregoing Section 6(a), Provider shall not be entitled to Incentives that relate solely to the electric load at the Property, and do not relate to the Energy Storage System (or any part thereof) or the provision of the Energy Management Services, without Host's prior consent.

7. Purchase Option. Upon at least one (1) year prior written notice to Provider, so long as Host is not in breach or default of this Agreement, effective as of the expiration of the Term, Host may purchase all (and not less than all) of the Energy Storage System by paying the Purchase Option Price to Provider (the "Purchase Option"). If Host exercises the Purchase Option pursuant to this Section 7, then upon Provider's receipt of the Purchase Option Price, title to the Energy Storage System shall transfer to Host as of the expiration of the Term pursuant to a written agreement, separate and apart from this Agreement, on an "as is, where is" basis without any warranty or guaranty for, or obligation to operate or support, the Energy Storage System or the performance of the Energy Storage System from Provider, except that Provider will assign any unexpired manufacturer's warranties associated with the Energy Storage System to Host to the extent assignable. Upon the completion of the purchase of the Energy Storage System by Host, this Agreement shall terminate, and Provider will have no further obligations under this Agreement, except for such obligations arising prior to the date of such termination. Following Host's purchase of the Energy Storage System pursuant to this Section 7, Host may engage Provider to continue to operate and support the Energy Storage System on behalf of Host pursuant to a written agreement, separate and apart from this Agreement, on terms and conditions acceptable to both Host and Provider.

8. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which such consent shall not be unreasonably withheld, conditioned, or delayed, except that no consent shall be required in the following circumstances: (a) Provider assigns its rights and obligations under this Agreement to its Affiliate; (b) Host assigns its rights under this Agreement to any Person that becomes the fee title owner of the Property; or (c) Provider assigns any of its rights under this Agreement to any Provider Financing Party or to any Person in connection with a change of control of Provider (or its Affiliates) or any merger, sale of substantially all of Provider's assets, or other similar transaction undertaken by Provider and/or its Affiliates. Any assignment described in the foregoing clauses (a), (b), and (c) of this Section 8 shall be effective only if (i) the assigning Party provides written notice of such assignment to the other Party, (ii) the assignee or transferee agrees in writing to perform and assume all obligations of the assigning Party under this Agreement, and (iii) with respect to Provider as the assigning Party, the assignee or transferee is a Qualified Assignee. Any attempted assignment in violation of the foregoing shall be null and void. In the event of any assignment undertaken in accordance with this Section 8, the assigning Party will be released from all of its liabilities and other obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

9. Schedules. The following schedules are incorporated into this Agreement by this references: (a) Schedule 1 (Energy Storage System, Premises, and Property), (b) Schedule 2 (Cost Savings and Service Fees), (c) Schedule 3 (Insurance), (d) Schedule 4 (General Terms and Conditions), (e) Schedule 5 (Defined Terms), (f) Schedule 6 (Prohibited Resources Attestation) and Schedule 7 (Construction and Operation Work Rules). To the extent there

is any conflict between the terms and conditions of any of the schedules and exhibits, and the terms of the main body of this Agreement, the terms and conditions of the main body of this Agreement shall control.

[Signatures On Following Page]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Energy Management Services Agreement as of the day and year first above written.

PROVIDER

HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC
a Delaware limited liability company,

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notices:

Hybrid-Electric Building Technologies West Los Angeles 1, LLC
115 Wild Basin Road, Suite 301, Austin, TX 78746
Attention: Chris Calavitta
Tel: (512) 712-1932
Email: Chris.Calavitta@macquarie.com

With a copy (which shall not constitute notice) to:

Macquarie Capital Legal
125 West 55th St, New York NY 10019
Tel: (212) 231-1773
Email: maccapadvlegalna@macquarie.com

and to:

Advanced Microgrid Solutions, Inc.
25 Stillman Street, Suite 200, San Francisco, CA 94107
e-mail: notices@advmicrogrid.com

HOST

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Address for Notices:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Attn: Mark Schoeppner, Construction Manager
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, CA 92692
e-mail: mschoeppner@socccd.edu

With a copy (which shall not constitute notice) to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Attn: Ann-Marie Gabel, Vice Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, CA 92692
e-mail: agabel@socccd.edu

[Signature Page to Energy Management Services Agreement]

SCHEDULE 1
ENERGY STORAGE SYSTEM, PREMISES, AND PROPERTY

This SCHEDULE 1 (Energy Storage System, Premises, and Property) ("Schedule 1"), is attached to, and a part of, that certain Energy Management Services Agreement, dated June 25, 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 1 shall have the meanings ascribed to them elsewhere in the Agreement.

1. Property. The address of the Property is: 5500 Irvine Center Drive, Irvine, CA 92618.
2. Premises. The address of the Premises is: 5500 Irvine Center Drive, Irvine, CA 92618, and is depicted on Attachment A, attached to this Schedule 1. Prior to the Commercial Operation Date, the Parties may agree to revise Attachment A attached to this Schedule 1, by a written amendment to the Agreement executed by both Parties, and subject to approval of Host's Governing Board.
3. Delivery Service Account Name & Number. The name and account number for the delivery service account at the Property is: Irvine Valley College / 3-029-0514-80.
4. Energy Storage System Size. The nameplate size of the Energy Storage System is approximately: 1,040 kW, 6,300 kWh.

As of the date hereof, the Energy Storage System is anticipated to consist of the following equipment: (a) 33 Tesla Powerpacks 2.0, (b) 2 Tesla bi-directional Inverters, (c) 1 Tesla SMC (H-frame Mounted), (d) 1 AMS Gateway (H-frame Mounted), (e) 1 AC combiner panel (H-frame Mounted), (f) at least 2 Acuvim Meters (one at BESS/SMC/Gateway, and one more at Utility Meter/Interconnection Point to shadow), (g) a concrete pad (under the equipment), (h) concrete service apron (4' in front of all serviceable equipment), and (i) fence enclosure around the 4' service apron.
5. Prohibited Resources Certificate. Upon the execution of the Agreement, Host shall provide a Prohibited Resources Attestation with respect to the service account(s) associated with the Property in the form attached as Schedule 6.

[End of Schedule 1, Energy Storage System, Premises, and Property]

**ATTACHMENT A TO SCHEDULE 1
PREMISES**

[See Attached]

SCHEDULE 2 COST SAVINGS AND SERVICE FEES

This SCHEDULE 2 (Cost Savings and Service Fees) ("Schedule 2"), is attached to, and a part of, that certain Energy Management Services Agreement, dated June 25, 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 2 shall have the meanings ascribed to them elsewhere in the Agreement.

1. Minimum Guaranteed Cost Savings. The "Minimum Guaranteed Cost Savings" shall mean the amount of \$125,026 per Term Year, subject to any applicable Adjustments. Following the conclusion of each Term Year, Provider will calculate the Cost Savings and Adjustments to the Minimum Guaranteed Cost Savings (if any) for the prior Term Year, and provide such calculations (along with reasonable supporting documentation) to Host. If Provider fails to provide Cost Savings in an amount equal to at least the Minimum Guaranteed Cost Savings (subject to any applicable Adjustments) for a Term Year, then within ninety (90) days following the expiration of such Term Year, Provider shall pay Host the amount equal to the difference between the Minimum Guaranteed Cost Savings (subject to any applicable Adjustments) and the Cost Savings for the prior Term Year. If the Agreement is terminated early, except due to a Default Event by Provider, Provider's obligations in this section will not apply to the Term Year in which the Agreement is terminated.

2. Energy Services Fee. Commencing on the Commercial Operation Date, and continuing through the remainder of the Term, Host shall pay Provider the Energy Services Fee in the amount of \$4,492 per month ("Energy Services Fee").

3. Performance Bonus. If in any Term Year, the aggregate Cost Savings is in excess of two hundred thirty-four thousand eight hundred eighty-eight dollars (\$234,888) (subject to applicable Adjustment, the "Bonus Threshold"), Host shall pay Provider an amount equal to 30% of the amount by which Cost Savings exceeds the Bonus Threshold within ninety (90) days after the end of such Term Year.

4. Additional Defined Terms. As used herein, the following terms have the following meanings:

4.1 "Adjustment" means the proration, reduction, and/or adjustment, as reasonably and objectively determined by Provider, of the Minimum Guaranteed Cost Savings and Bonus Threshold, to reflect the effect of any of the following events (the "Adjustment Events") that limit the ability of Provider to provide Cost Savings or Energy Management Services during some or all of a Term Year:

- (a) An Energy Storage System (or any portion thereof) has not been installed and/or has not commenced operations, not resulting from any Default Event by Provider;
- (b) Any theft, destruction, or damage that affects the Energy Storage System, beyond Provider's reasonable efforts to mitigate such disruption subject to the express terms hereof;
- (c) The sale, foreclosure, or other transfer of ownership of the Property;
- (d) A Disruption Period occurs;
- (e) A Change In Law occurs;
- (f) A Default Event occurs with respect to the Host or its Affiliates;
- (g) Host or its Affiliates fails to provide access to any Property as required by the Agreement;
- (h) A Force Majeure Event occurs;
- (i) There is a change in the energy rate, energy delivery rate, and/or tariff or rate schedule applicable to the Property, and/or a deviation in the load profile at the Property, in each case caused by Host or its Affiliates, that adversely affects the economics of the Agreement for Provider and its lenders or investors by an amount of ten percent (10%) or more;
- (j) There is a change in the energy rate, energy delivery rate, and/or tariff or rate schedule applicable to the Property, and/or a deviation in the load profile at the Property, in each case other than caused by Host or its Affiliates, that adversely affects the economics of the Agreement for Provider and its lenders or investors by an amount of ten percent (10%) or more;

(k) There is a reduction in the installed capacity (other than arising from standard degradation) of the Energy Storage System; or

(l) The Energy Storage System or the Property (or the electrical load at the Property) fails to qualify for or obtain some or all of the benefits under any anticipated Incentives and/or Provider Financing Benefit.

In the event any proration, reduction, and/or adjustment of the Minimum Guaranteed Cost Savings and the Bonus Threshold is made pursuant to clause (a), (b), (e), (h), (j), (k), or (l) of this Section 4.1, in each case not as a result of an affirmative act of Host (each an “Uncontrolled Adjustment Event”), then Provider shall likewise prorate, reduce, and/or adjust, in accordance with Provider’s reasonable and objective calculation, the Energy Services Fee (an “Energy Services Fee Adjustment”) such that the ratio of the Energy Services Fee (after giving effect to the Energy Services Fee Adjustment) to actual Cost Savings is the same as the ratio of the Energy Services Fee (without giving effect to the Energy Services Fee Adjustment) to the imputed Cost Savings if the Uncontrolled Adjustment Event had not occurred.

As a numerical example of the Energy Services Fee Adjustment, assume that the annual Energy Services Fee is \$50,000, and if no Uncontrolled Adjustment Events (or other Adjustment Events pursuant to this Section 4.1) occur, Cost Savings will be \$100,000. If, as a result of an Uncontrolled Adjustment Event, Cost Savings are only \$80,000, then the Energy Services Fee will be reduced by \$10,000, such that the ratio of Energy Services Fee (after giving effect to the Energy Services Fee Adjustment) to actual Cost Savings ($= \$40,000 / \$80,000$) is equal to the ratio of the Energy Services Fee (without giving effect to the Energy Services Fee Adjustment) to the imputed Cost Savings if the Uncontrolled Adjustment Event had not occurred ($= \$50,000 / \$100,000$).

4.2 “Billing Period(s)” means each of the consecutive monthly time periods during which Provider calculates Cost Savings for the Property.

4.3 “Cost Savings” means, for each Billing Period, the difference between (a) the imputed electrical energy costs and demand charges at each utility service account where the Energy Storage System is in operation, assuming that the Energy Storage System was not operating, and (b) the actual electrical energy costs and demand charges for each utility service account where the Energy Storage System is in operation. Cost Savings shall be calculated by Provider using data from the meter installed in connection with the Energy Storage System, the utility meter at the Property, and the tariffed rates applicable to the Property. Notwithstanding the foregoing, if for any reason Cost Savings are less than zero, Cost Savings shall be deemed to be zero.

4.4 “Term Year” means twelve (12) consecutive Billing Periods beginning with the first Billing Period commencing on or after Commercial Operation Date; provided, however, the last Term Year may not have a full twelve (12) month time period.

[End of Schedule 2, Cost Savings and Service Fees]

SCHEDULE 3 INSURANCE

This SCHEDULE 3 (Insurance) ("Schedule 3"), is attached to, and a part of, that certain Energy Management Services Agreement, dated June 25, 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 3 shall have the meanings ascribed to them elsewhere in the Agreement.

1. Provider Insurance. During the Term, Provider shall (or shall require its contractors to) maintain the following coverages with limits not less than the following amounts:

1.1 Commercial General Liability Insurance taken out and maintained during the life of this Agreement covering the insured (the Provider) against claims of bodily injury, personal injury, including accidental death to any person, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Provider's operations at the Property with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each occurrence, and \$2,000,000 general aggregate;

1.1.1 This shall include a CG 2037 04 013 Additional Insured- Owners, Lessees or Contractors- Completed Operations, CG 2012 04 13 Additional Insured -State or Governmental Agency or Subdivision and CG 2010 04 13 Additional Insured Owners Lessees or Contractors -Operations coverage or equivalent.

1.2 Property Insurance covering loss or damage to the Energy Storage System, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value except \$3,000,000 earthquake limit. Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

1.3 Automobile Liability Insurance with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each accident for owned (if any), hired or non-owned vehicles;

1.4 Builder's Risk / "All Risk," insurance in an amount not less than the replacement value of the project until final Acceptance of the work by Host including, but not limited to, vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, earthquake (\$3,000,000 limit), collapse, flood, wind, lightning, smoke, riot, debris removal, and reasonable compensation for architect's services and expenses required as a result of such insured loss and temporary field offices placed at the project Site by the Provider in conjunction with the Project. No claims for such loss or damage shall be recognized by Host nor will such loss or damage excuse the complete and satisfactory performance of the Agreement by Provider;

1.5 Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Provider shall be required to secure the payment of compensation to its employees. Provider, to the extent exposure exists, shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in work under this Agreement, on or at the Premises, and, in case any of its work is sublet, the Provider shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Employer's Liability Insurance with limits of liability not less than the following: \$1,000,000 each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease-policy limit;

1.6 Umbrella or Excess Liability Insurance, written on follow form basis for the liability policies identified in this Section 1 except for Worker's Compensation Insurance and with limits of liability not less than \$7,000,000.00. There shall be no additional limitations of coverage not otherwise stated in the primary layer;

1.7 Professional Errors and Omissions coverage shall be required of the Provider's contractors or subcontractors, covering liabilities for all professional services provided in relation to this Agreement, including,

without limitation design and engineering and energy management taken out and maintained during the life of this Agreement arising out of Provider's operations performed by contractors or subcontractors related to this Agreement with limits of liability not less than the following: \$5,000,000 each occurrence, and \$5,000,000 annual aggregate; and

1.8 Sudden and Accidental Pollution covering liabilities for all Provider and Affiliate operations taken out and maintained during the life of this Agreement covering the insured for claims arising out of Provider's operations related to this Agreement with limits of liability not less than the following: \$1,000,000 each occurrence, and \$2,000,000 general aggregate, which may be provided under the General Liability policy.

1.9 Provider will provide Host with a certificate of insurance for both Provider and Provider's subcontractors referencing the above insurance requirements prior to commencement of work or entering the project, and Provider will notify Host within thirty (30) days following the cancellation of any insurance coverage except for ten (10) days' notice for non-payment of premium required of Provider. The insurance required to be maintained by Provider pursuant to this Section 1 may be carried under master insurance policies so long as such policies comply with this Section 1.

1.9.1 Certificate Contents. Certificates and insurance policies shall include the following: Endorsements shall specifically provide Host, its board, officers, agents, and employees with Additional Insured status. The General Commercial Liability and Automobile Liability Insurance policies shall be primary and any insurance carried by the Host shall be excess and noncontributory.

All policies shall include appropriate separation of insured language.

2. Host Insurance. During the Term, Host shall maintain the following coverages with limits not less than the following amounts:

2.1 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Host's operations at the Property with limits of liability not less than the following: \$1,000,000 each occurrence, and \$2,000,000 general aggregate;

2.2 Property Insurance covering the physical loss or damage (including the loss of use) to the Premises, Property, and any other real or personal property owned or controlled by Host, which shall be written on an "all risks" of physical loss or damage basis for the full replacement cost value and shall include coverage for damage or other loss caused by fire or other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

2.3 Automobile Liability Insurance with limits of liability not less than the following: \$1,000,000 each accident for owned (if any), hired or non-owned vehicles;

2.4 To the extent Host has any employees, (a) Employer's Liability Insurance with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease-policy limit, and (b) Worker's Compensation Insurance to the extent required by Applicable Law; and

2.5 Umbrella or Excess Liability Insurance, written on follow form basis for the policies identified in Section 2.1 (including sudden and accidental pollution), Section 2.3, and Employer's Liability Insurance in Section 2.4(a) above, and with limits of liability not less than \$7,000,000.00.

Host shall name Provider as an additional insured on all policies required herein (except property insurance under Section 2.2). The Commercial General Liability Insurance policy and Automobile Liability Insurance policy shall be primary and non-contributory, and the Umbrella or Excess Liability Insurance policy shall be non-contributory. The General Liability, Auto Liability, and Umbrella or Excess Liability policies shall include appropriate separation of insured language. Host hereby waives all rights and claims against Provider for losses covered by any insurance policies required to be carried by Host under this Section 2. Host will provide Provider with

a certificate of insurance referencing the above insurance requirements which will contain a thirty (30) day notice of cancellation to Provider except for ten (10) days for non-payment of premium.

[End of Schedule 3, Insurance]

SCHEDULE 4 GENERAL TERMS AND CONDITIONS

This SCHEDULE 4 (General Terms and Conditions) ("Schedule 4"), is attached to, and a part of, that certain Energy Management Services Agreement, dated June 25, 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 4 shall have the meanings ascribed to them elsewhere in the Agreement.

1. Property Information. To enable Provider to provide the Energy Management Services, Host agrees to provide Provider with the following information: (a) copies of electric utility bills and invoices for the Property received during the Term and for the twelve (12) months immediately prior to the start of the Term, (b) an executed letter or agreement, in form reasonably acceptable to Provider, allowing Provider (and/or its Affiliates) to access all electric utility bills, utility account information, and Host meter data concerning Host's utility service accounts for the Property, and to act as Host's sole and exclusive agent and aggregator with respect to such accounts for the duration of the Term for purposes related to this Agreement, including but not limited to ensuring adequate electrical energy load at the Property, and (c) access to the electrical panels and other electrical systems, and associated operating requirements, at the Premises and the Property relevant to the Energy Storage System, provided that such access will be coordinated through Host's Facility Maintenance Operations group. During the Term, Provider will be permitted to measure, and Host shall permit Provider to access, real-time telemetered data associated with the energy usage, energy and utility services, and energy delivery costs at each Property to the extent available to Host, and Provider and Provider's contractors may use copies of such data for their business purposes, excluding marketing and publicity, provided that any general public disclosure of such data shall be done in a way that Host's identity is not, and cannot through reasonable efforts, be determined.

2. Invoicing. Following the Commercial Operation Date, and continuing through the remainder of the Term, Provider will provide to Host a monthly invoice for the amounts owed by Host under the Agreement. Host shall pay such amounts to Provider, without offset, abatement, or reduction on an agreed day of the month (the "Due Date"), no later than thirty (30) days following receipt of such invoice. Any amounts invoiced that are not paid by the Due Date shall accrue interest at the monthly rate of one and one-half percent (1.5%) (but not to exceed the maximum rate permitted by Applicable Law). At Provider's written request, Host shall pay all amounts owed to Provider hereunder to a Provider Financing Party designated by Provider. If Host in good faith disputes an Invoice, Host shall provide Provider with a written explanation specifying in detail the basis for the dispute, and Host shall pay the portion of the invoice not in dispute no later than the Due Date. All disputes shall be resolved as provided in Section 16.7 of this Schedule 4, and if any amount disputed by Host is determined to be owed, Host shall pay such amount to Provider promptly following the resolution of such dispute, together with interest thereon from the original Due Date until the date paid at the rate set forth in this Section 2.

3. Provider Conditions. Notwithstanding any provision of the Agreement to the contrary, the obligations of Provider to provide the Energy Management Services pursuant to the Agreement are expressly conditioned upon the satisfaction in full of all of the following:

3.1 Pre-COD Provider Conditions. Prior to the Commercial Operation Date Provider shall have the right to terminate the Agreement if any of the conditions set forth in this Section 3.1 are not, or are no longer, satisfied or completed on terms satisfactory to Provider (the "Pre-COD Provider Conditions"). Following the Effective Date, the Parties agree to exercise reasonable good faith efforts, and work together in good faith, to complete and satisfy the Pre-COD Provider Conditions with respect to the Property, Premises, and/or Energy Storage System. The Pre-COD Provider Conditions are:

3.1.1 The Premises shall be sufficient to accommodate the installation and operation of the Energy Storage System without any unanticipated material increase in the cost of construction or operation;

3.1.2 Provider shall have determined that there are no conditions (including Adverse Environmental Conditions) or construction requirements that could reasonably be expected to materially increase the

cost of installation or operation of the Energy Storage System at the Premises, or damage or adversely affect the safe operation and monitoring of the Energy Storage System or the provision of the Energy Management Services;

3.1.3 The Parties shall have agreed on a final Energy Storage System Design as provided in Section 4.1 of this Schedule 4;

3.1.4 Host's interconnection services shall be adequate to support the Energy Storage System, or such interconnection services can be upgraded at a cost satisfactory to Provider; and

3.1.5 Provider shall have obtained commitments sufficient to finance the construction, operation, and removal of the Energy Storage System in accordance with the Agreement and under Applicable Law.

3.2 Additional Provider Conditions. Provider shall have the right to terminate the Agreement if at any time during the Term any of the conditions set forth in this Section 3.2 are not, or are no longer, satisfied or completed on terms satisfactory to Provider (the "Additional Provider Conditions"). Following the Effective Date, the Parties agree to exercise reasonable and good faith efforts, and work together in good faith, to complete and satisfy the Additional Provider Conditions with respect to the Property, Premises, and/or Energy Storage System. The Additional Provider Conditions are:

3.2.1 The Parties shall have agreed on a final Energy Storage System Design following a material alteration to the Energy Storage System as provided in Section 4.6 of this Schedule 4;

3.2.2 Provider shall have determined that there are no conditions (including Adverse Environmental Conditions) that could reasonably be expected to materially increase the cost of operation of the Energy Storage System at the Premises, or damage or adversely affect the safe operation and monitoring of the Energy Storage System or the provision of the Energy Management Services;

3.2.3 The rights of Provider to access, occupy, and use the Premises and the Property pursuant to the terms of the Agreement shall be in full force and effect with no circumstance known to either Party reasonably likely to result in a material default or breach of such rights;

3.2.4 Host shall have obtained all third-party consents required of Host that are necessary to consummate the transactions contemplated by the Agreement, excluding the Governmental Approvals that Provider will obtain pursuant to Section 4.2 of this Schedule 4;

3.2.5 There has been no material adverse change in the electricity rates, rate categories, utility tariffs, load profile at the Property, costs to Host of obtaining electricity at the Property, regulatory environment, Incentives, or Applicable Law (including the expiration of any Provider Financing Benefits) that could reasonably be expected to adversely affect the economics of the Agreement for Provider and its lenders or investors; and

3.2.6 Fee simple ownership of the applicable Premises or Property has not been transferred to a Person other than an Affiliate of Host, including any transfer by sale, foreclosure, condemnation, or otherwise.

3.3 Additional Termination Right. If a Force Majeure Event occurs and continues for more than thirty (30) days, Provider shall be entitled to terminate this Agreement upon ten (10) days prior written notice to Host, without any cost or liability to Provider or Host.

4. Construction of Energy Storage System. Subject to Section 3 (Provider Conditions) of this Schedule 4, Provider shall, at its sole cost and expense, design and install (or cause a properly licensed contractor to design and install) and operate an Energy Storage System at the Premises in accordance with this Agreement (including, without limitation, Schedule 7 attached to this Agreement) and Applicable Law.

4.1 Design. Provider shall deliver to Host a proposed layout and design for the Energy Storage System (the "Energy Storage System Design"), and Host shall have ten (10) business days to provide reasonable

approval of, or provide reasonable comments to, such Energy Storage System Design (a “Design Response”). If applicable, Provider shall prepare a revised Energy Storage System Design addressing Host’s comments, and Host shall have five (5) business days of its receipt thereof to provide a further Design Response thereto. This process shall continue until such time as the Parties have agreed on the Energy Storage System Design. The Energy Storage System Design shall conform to the requirements of the Field Act, Education Code Sections 81130, *et seq.*, and related regulations and rules promulgated by the Division of the State Architect (“DSA”), or Provider shall obtain written confirmation from the DSA that the Energy Storage System is excepted or exempt from the same. Provider shall be responsible for the cost and expense arising from all differing site conditions at the Premises and the Property, except to the extent any such differing site conditions arise from alterations to the Premises by the Host following the Effective Date or the failure of the Premises and/or Property to comply with Applicable Law applicable to, or Governmental Approvals issued to Host for, the Premises and/or Property as of the date Provider commences construction of the Energy Storage System, the cost and expense of which shall be the responsibility of Host.

4.2 Permits. Provider shall be responsible, at its sole cost, for obtaining all Governmental Approvals for (a) the installation, operation, maintenance, repair, and removal of the Energy Storage System at the Premises, and (b) the provision of Utility Services under any Utility Services Agreement, in each case from applicable Governmental Authorities, and from time to time during the Term, Host shall reasonably cooperate with Provider in obtaining all such Governmental Approvals as requested by Provider.

4.3 Specifications; Installation Date. The Energy Storage System shall be installed in compliance with the Energy Storage System Design, Applicable Laws, and applicable Governmental Approvals in all material respects (the “Specifications”). Provider will coordinate construction with Host so as to minimize unreasonable disruption to Host’s business operations at the Property and any work being undertaken at the Property near the Premises, and Provider shall provide at least forty-eight (48) hours prior notice to Host of any requirement to turn off the power at the Property. Host and Provider will review, and mutually agree to, Provider’s laydown, staging, and mobilization requirements to provide sufficient space at or near the Premises as is reasonably necessary for the temporary storage and staging of tools, materials, and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary for the installation, construction, maintenance, repair, and removal of the Energy Storage System. Provider will provide notice to Host when the Energy Storage System has been substantially installed, and Host shall have an opportunity to inspect such installation to confirm that the Energy Storage System was installed in accordance with the Specifications.

4.4 Meters. Provider may use the existing meters at the Premises and the Property in connection with the Energy Storage System and providing the Energy Management Services, and Provider may install and maintain one or more additional utility-grade kilowatt-hour (kWh) meters for the measurement of electrical energy to and from the Energy Storage System. Host acknowledges that Provider shall be the sole owner of all data generated by the meter(s) installed with the Energy Storage System, and Provider will make such data available to Host through Provider’s energy management web portal.

4.5 No Contractor Liens. Provider shall not incur, assume, or suffer to be created by any contractor, subcontractor, materialman, or other supplier of goods or services of or to Provider any lien or encumbrance of any kind against the Premises or Property (generally, a “Contractor Lien”), and in case of any such Contractor Lien, Provider shall cause such Contractor Lien to be discharged of record or bonded over in an amount sufficient to cover such lien within forty-five (45) days after Provider has notice that such Contractor Lien has been filed.

4.6 Operations. Provider shall have the right to operate, maintain, replace, update, upgrade, repair, and remove the Energy Storage System in accordance with the Agreement and Applicable Law, provided that, following the Commercial Operation Date, any material alteration to the Energy Storage System shall require preparation and submittal of plans and specifications comprising a revised Energy Storage System Design, which shall be submitted to Host for approval in accordance with Section 4.1, prior to implementation of such alteration. (a) Host shall promptly notify Provider if it becomes aware of any damage to or loss of the use of the Energy Storage System or any event or circumstance that could reasonably be expected to adversely affect the Energy Storage System or the Energy Management Services, including, without limitation, any power outages or computer outages, and (b) each of Host and Provider shall promptly notify the other Party if it becomes aware of any event or circumstance that poses an imminent risk to human health or the environment, or the loss of, or physical damage to, the Energy Storage System,

the Property, or the Premises. Provider shall not have any responsibility or liability for any aspect of the electrical system not owned or operated by Provider, including any portion thereof which affects the function or performance of the Energy Storage System. Host shall not, and shall not cause or authorize any other Person to, interfere with, modify, or disturb the Energy Storage System or any equipment, facilities, or other personal property of Provider without the prior written consent of Provider, except in the event of an emergency which requires Host's immediate action to avoid the loss of life or property damage, in which event Host may take reasonable measures to mitigate such emergency and shall notify Provider as promptly as possible thereafter. Host shall be responsible for maintaining the physical security of the Premises and Energy Storage System in the same manner as Host provides for the Property and its assets at the Property. Host will not conduct, allow, or permit activities on, in, or about the Premises, or in close proximity to the Premises or Energy Storage System, that have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting the Premises and/or Energy Storage System.

4.7 Removal. Provided Host has not exercised the Purchase Option, within ninety (90) days following the expiration of the Term, or the earlier termination of the Agreement (the "Removal Period"), Provider shall remove the Energy Storage System at no cost to the Host. In connection with any such removal, Provider shall restore any portions of the Premises damaged or disturbed in connection with such removal, other than (a) incidental subsurface hardware (all of which may remain at the Premises), and (b) reasonable wear and tear, except that Provider shall return the surface of the Premises where the Energy Storage System will be located to the same condition as of the date Provider commenced construction of the Energy Storage System. Provider shall leave the Premises in neat and clean condition. Provider agrees to remove any and all Hazardous Substances, including any equipment or systems containing Hazardous Substances, which are installed, brought upon, stored, used, generated or released upon, in, under, or about the Premises by Provider or its contractors (except for any release of Hazardous Substances existing at the Premises prior to Provider's use of the Premises). Host shall cooperate with Provider as reasonably necessary to facilitate the removal of the Energy Storage System.

4.8 Access. During the Term, Host shall provide access to the Premises and the Property at no cost to Provider as reasonably necessary for Provider (a) to design, construct, install, interconnect, test, operate, inspect, maintain, repair, replace, remove, and decommission the Energy Storage System, (b) to provide the Energy Management Services, (c) to sell, provide, make available, and deliver the Utility Services, (d) obtain the rights and benefits under the Incentives, (e) obtain all Governmental Approvals in connection with the foregoing, and (f) undertake other actions reasonably related to the foregoing.

4.9 Premises. Subject to the terms and conditions of the Agreement, Host hereby grants to Provider, and Provider hereby accepts from Host, a non-exclusive license to access, ingress, egress, occupy, and use the Premises and the Property (generally, the "Licensed Area") as reasonably necessary for the Permitted Use (defined below), including to interconnect and disconnect the Energy Storage System to the electrical panels and systems at the Property, install meters, run conduits, and such other purposes reasonably related to the foregoing and the Permitted Use. For all purposes set forth in the Agreement, the Licensed Area shall be considered a part of the Premises. Provider may use the Premises only for the purposes set forth in the Agreement (the "Permitted Use"), including, without limitation, (a) to design, construct, install, interconnect, test, operate, inspect, maintain, repair, replace, remove, and decommission the Energy Storage System, (b) to provide the Energy Management Services, (c) to sell, provide, make available, and deliver the Utility Services, (d) obtain the rights and benefits under the Incentives, (e) obtain all Governmental Approvals in connection with the foregoing, and (f) undertake other actions necessary to accomplish the foregoing. Subject to Provider's compliance with the terms and conditions of this Agreement, during the Term, Host agrees that it shall not, and shall not cause any Person under its actual authority to interfere with, nor permit any Person to interfere with nor grant any Person rights that would interfere with, Provider's rights to occupy and use the Premises or the Property to the extent required for the Permitted Use as provided herein. Provider will comply with all reasonable rules and regulations promulgated from time to time by Host with respect to the Premises and the Property, provided, that such rules and regulations apply to all tenants, licensees, and other occupants of the Property on a good faith, non-discriminatory basis, and such rules and regulations do not prohibit or unreasonably interfere with Provider's rights and obligations under the Agreement.

4.10 Construction Safety; Hazardous Substances. Provider shall comply with Host's Construction and Operation Work Rules that are attached hereto as Schedule 7. Provider shall take all necessary and reasonable safety precautions with respect to the installation of the Energy Storage System and the provision of the Energy Management Services to comply with all Applicable Laws pertaining to the health and safety of persons and

real and personal property. Provider will not bring onto or store at the Premises any Hazardous Substances, except for such substances that are necessary for the installation or maintenance of the Energy Storage System and/or incorporated into the Energy Storage System and, in any case, that are in full compliance with all Applicable Laws with respect to the safety of persons or property on the Property and Premises. Provider shall be responsible for the acts of its contractors and employees on the Property and Premises during the Term of this Agreement, and Host shall be permitted to monitor such contractors and employees to determine compliance with the terms of the Agreement. Provider agrees to deliver to Host a list of all Hazardous Substances (including the material safety data sheets) anticipated to be used by Provider in the Premises and the quantities thereof. Pursuant to the Lead-Safe Schools Protection Act (California Education Code Sections 32240, et seq.) and other Applicable Law, Provider shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in connection with the construction of the Energy Storage System. Provider will execute and submit to Host a certificate stating that the Energy Storage System does not contain any asbestos.

4.11 Prevailing Wages. Provider acknowledges and agrees that all labor employed for the installation of the Energy Storage System at the Premises shall be paid at the then-current prevailing wage rates as established by the California Department of Industrial Relations (“DIR”) pursuant to Section 1770 of the California Labor Code, and all such labor shall otherwise be paid in accordance with the provisions of Applicable Law, including, without limitation, the applicable provisions of the California Labor Code. All contractors and subcontractors installing the Energy Storage System at the Premises must register with the Department of Industrial Relations (DIR) as public works contractors, and obtain and maintain current registration numbers. At Host’s request in accordance with Applicable Law, Provider and its contractors shall provide Host or third party labor compliance consultant with payroll records for such labor employed in connection with the installation of the Energy Storage System at the Premises. With respect to the labor employed for the installation of the Energy Storage System at the Premises, the Parties agree to comply with the applicable provisions of Sections 1773.2, 1775, 1776, 1777.5, 1777.7, and 1813 of the California Labor Code, with Host as the awarding body and Provider as the contractor referenced therein.

4.12 Payment Bond. During the initial physical construction of the Energy Storage System, Provider shall obtain and maintain, at no cost or expense to Host, a payment bond in an amount equal to one hundred percent (100%) of the mutually agreed upon construction costs and executed by an admitted surety insurer licensed in the State of California and listed in the latest published United States Treasury Department list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” and have a current A.M. Best rating of A-VIII or better. The payment bond shall be in effect up to and including the latest date for commencement of an action under a payment bond pursuant to Civil Code Section 9558, comply with Applicable Law and be subject to the reasonable approval of Host.

4.13 Removal Security. Prior to commencing initial physical construction of the Energy Storage System, Provider shall provide (or provide evidence of) a bond, letter of credit, parent guaranty, cash in an escrow account, or other form of security reasonably acceptable to Host (“Removal Security”), securing the obligations of Provider to remove the Energy Storage System in accordance with the Agreement and in such amount as would reasonably be required to perform such obligations. Within ten (10) days following the date that the Energy Storage System is removed from the Premises in accordance with the Agreement as reasonably determined by Host, Provider shall have no further obligation to provide the Removal Security, and Host agrees to return and deliver to Provider, and/or execute such agreements, instruments, and certificates required to release Provider’s obligations with respect to, the Removal Security. Any interest earned in connection with the Removal Security shall be for the benefit of, and shall be paid to, Provider.

4.14 Construction Inactivity. Notwithstanding any provision of this Agreement to the contrary, Host and Provider agree that it shall be a Default Event by Provider if following the commencement of ground disturbing activities for the initial physical construction of the Energy Storage System at the Premises, Provider allows such construction effort to stop entirely for a period of more than sixty (60) days as a result of a dispute between Provider and any of its contractors (a “Construction Delay”), provided that such Construction Delay is not cured within thirty (30) days following Provider’s receipt of notice of such Construction Delay from Host. All covenants, terms and conditions of this Agreement, including, without limitation, responsibility for safety of persons and property at the Premises shall continue in full force and effect throughout any period of construction inactivity and Construction Delay.

5. Taxes; Utilities. Provider shall pay all personal property taxes assessed against or levied upon the Energy Storage System and all other personal property of Provider located on each Premises and/or Property. Provider shall not be responsible for any real property taxes, insurance costs, utilities, or common area maintenance or repair fees, costs, taxes, or expenses associated with the Premises or Property, including, without limitation, any electricity provided to charge the Energy Storage System, electricity discharged from the Energy Storage System, or any sales taxes payable on amounts paid by Host to Provider hereunder. Host will provide (a) electricity (including, without limitation, as necessary to charge, operate, and monitor the Energy Storage System) and (b) other utilities (if any) required to operate the Energy Storage System and agreed by Host to be provided at the levels reasonably required for Provider's Permitted Use of the Premises at no cost or expense to Provider.

6. Default; Remedies. If any Party commits a Default Event, or a Default Event occurs with respect to any Party (such Party, the "Defaulting Party" and the other Party, the "Non-Defaulting Party"), then subject to the limitations set forth in this Schedule 4 and the Agreement, the Non-Defaulting Party shall be entitled to terminate this Agreement and exercise any right or remedy available to it under Applicable Law, including, without limitation, the right to specific performance and injunctive relief.

7. Representations and Warranties.

7.1 Mutual Representations. Effective as of the Effective Date, each Party represents to the other Party that (a) such Party is duly organized, validly existing, and in good standing under the laws of the state of its formation; (b) the execution and delivery by such Party of, and the performance of its obligations under, the Agreement have been duly authorized by all necessary action, and do not and will not require any further consent or approval of any other Person; (c) such Party has full right and authority to enter into the Agreement, and the Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; (d) except as disclosed by either Party in writing to the other, there is no litigation, action, proceeding, or investigation pending or, to the best of its knowledge, threatened against such Party before any court or other Governmental Authority by, against, affecting, or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out, satisfy, and complete its obligations under the Agreement; (e) such Party's execution and performance of its obligations under the Agreement do not and will not constitute a material breach of any term or provision of, or a default under (i) any contract, agreement, or Governmental Approval to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; (f) such Party's execution and performance under the Agreement do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, other than (with respect to Provider) such Governmental Approvals required to construct, operate, repair, maintain, and decommission the Energy Storage System, sell and provide the Energy Management Services and Utility Services, and obtain the rights and benefits under the Incentive programs; and (g) except as set forth in written notice to the other Party, such Party has not had any dealings with any broker or agent in connection with the negotiation of the Agreement, and no broker or agent is entitled to a commission, consultants fee, facilitation fee, or its equivalent in connection with the Agreement.

7.2 Host Representations & Warranties. Effective as of the Effective Date, Host represents and warrants to Provider that: (a) Host is the owner of, and holds fee title to, the Property and Premises and there are no existing leases, Mortgages or other interests in or liens upon the Property or the Premises that could attach to the Energy Storage System, (b) Host has provided Provider (i) written notice of all Governmental Approvals or other restrictions (other than Governmental Approvals for which Provider bears responsibility of obtaining), and Applicable Laws with respect to the use of the Property or the Premises that could adversely affect the construction and operation of the Energy Storage System and the provision of the Energy Management Services, and (ii) copies of all environmental reports, studies, data, or other information relating to the use of the Property or Premises by Provider within the Host's possession or control with the exception of Host's CEQA Master Plan which Provider may obtain from Host's website, (c) except as disclosed to Provider in writing, to the best of Host's knowledge, no Property or Premises contains any Adverse Environmental Condition, and (d) Host has obtained all approvals from any Persons with rights of any kind in the Premises. The Parties acknowledge that Host is a Governmental Authority, and without limiting the other provisions of Section 7.1 above and this Section 7.2, Host represents, warrants, covenants, and agrees that there are, and during the Term there will be, no Mortgages encumbering the Property or the Premises.

8. Indemnification.

8.1 Provider shall indemnify, defend, and hold harmless Host, and its agents, representatives, officers, consultants (including, without limitation, the inspector of record) and employees, and the State of California (as and to the extent of the State's interest in the Premises) from and against any and all losses, damages, injuries, liabilities, costs, and expenses, in each case, arising from third-party claims (collectively, "Claims") to the extent resulting from or arising out of the following (except, in each case, resulting from the negligence, fraud, or willful misconduct of Host, or its agents, representatives, officers, consultants (including, without limitation, the inspector of record), employees, or volunteers, or the State of California): (a) Provider's breach of the Agreement, (b) the negligence, fraud, or willful misconduct of Provider or its employees, contractors, agents, or volunteers, (c) the design, construction, operation, maintenance and repair of the Energy Storage System by Provider pursuant to this Agreement, (d) the infringement of third-party intellectual property rights arising from the installation or operation of the Energy Storage System, except to the extent arising from the any combination made by Host of the Energy Storage System with any other product or products unless in accordance with Provider's specifications, or unless the combination is made at the written request of Provider or with the written consent of Provider, and (e) the use, presence, removal, or disposal of any Hazardous Substances on the Property in violation of Applicable Law to the extent such use, presence, removal, or disposal was a result of actions caused by Provider or its officers, agents, employees, contractors, or volunteers. Notwithstanding the foregoing to the contrary, if Provider secures a commitment for the benefit of Host from the equipment manufacturer of the Energy Storage System that provides for indemnification covering the matters set forth in the foregoing Section 8.1(d) (a "Manufacturer Indemnity"), Host agrees to rely upon and seek recourse under such Manufacturer Indemnity in lieu of the obligations of Provider in the foregoing Section 8.1(d).

8.2 Host shall indemnify, defend, and hold Provider, its Affiliates and their shareholders, members, directors, managers, officers, employees, and agents harmless from and against any and all Claims to the extent resulting from or arising out of the following (except, in each case, resulting from the negligence, fraud, or willful misconduct of Provider, or its employees, contractors, agents, or volunteers): (a) Host's breach of the Agreement, (b) the negligence of Host or its officers, agents, employees, contractors, or volunteers, (c) the fraud or willful misconduct of Host or its officers, agents, employees, contractors, or volunteers, and (d) the use, presence, removal, or disposal of any Hazardous Substances on the Property in violation of Applicable Law to the extent such use, presence, removal, or disposal was a result of actions caused by any Person other than Provider or its officers, agents, employees, contractors, or volunteers. Notwithstanding the foregoing, except arising from a breach of, or a default or Default Event under this Agreement by Host, causing or contributing to a Claim, Host shall have no duty of care, nor duty to indemnify or defend Provider, in relation to any Claims relating to or arising from the design, construction, operation, maintenance and repair of the Energy Storage System by Provider.

8.3 A Party's defense obligations in Section 8 are contingent upon the indemnified Party promptly notifying the indemnifying Party in writing of such Claim and promptly tendering the control of the defense of such Claim to the indemnifying Party. Each indemnified Party shall cooperate with the indemnifying Party, at the indemnifying Party's expense, in defending or settling the Claim. Any indemnified Party may join in the defense of such Claim with counsel of its choice at its own expense. An indemnifying Party may not, without the prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed) of the indemnified Party, settle, compromise, or consent to the entry of any judgment regarding an indemnified Claim, the defense of which has been assumed by the indemnifying Party. No Party shall settle, compromise, or consent to the entry of any judgment regarding any Claim for which it is entitled to indemnification from the other Party hereunder without the prior written consent of the indemnifying Party.

9. LIMITATION OF LIABILITY.

9.1 NO CONSEQUENTIAL DAMAGES. EXCEPT FOR ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 15 (CONFIDENTIALITY) BELOW AND THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNIFICATION) ABOVE, AND WITHOUT LIMITING THE AMOUNTS EXPRESSLY OWED BY EITHER PARTY TO THE OTHER HEREUNDER, INCLUDING PURSUANT TO SCHEDULE 2 ATTACHED TO THE AGREEMENT AND SECTION 13 OF THIS SCHEDULE 4, NEITHER PARTY, ITS AFFILIATES, CONTRACTORS, AGENTS, OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, OR OTHERWISE, OR DAMAGES RELATING TO LOSS OF USE, PROFITS, BUSINESS, REPUTATION, FINANCING, REVENUE, POWER, INFORMATION, OR DATA, OR THE COST OF CAPITAL, OR SUCH DAMAGES BASED ON A PARTY'S THIRD PARTY CONTRACTS ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER EVEN IF ADVISED OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AMOUNTS PAYABLE BY PROVIDER AND/OR ITS AFFILIATES UNDER ANY UTILITY SERVICES AGREEMENT, OR ANY INCENTIVE NOT RECEIVED BY PROVIDER OR ITS AFFILIATES, OR LOSS OF THE ENERGY STORAGE SYSTEM WILL BE DEEMED "DIRECT" DAMAGES FOR WHICH RECOVERY WILL NOT BE BARRED BY THE AGREEMENT, INCLUDING THIS SECTION 9.1.

9.2 DISCLAIMER. PROVIDER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER EXPRESS (OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT, INCLUDING THIS SCHEDULE 4), IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, WITH RESPECT TO THE ENERGY STORAGE SYSTEM AND THE ENERGY MANAGEMENT SERVICES. PROVIDER DOES NOT WARRANT THAT THE ENERGY STORAGE SYSTEM WILL BE ERROR-FREE OR THAT OPERATION OF THE ENERGY STORAGE SYSTEM WILL BE UNINTERRUPTED.

10. Provider Financing-Related Provisions.

10.1 Ownership. Provider shall be the sole owner of (and Host hereby disclaims any ownership in) all right, title, and interest in and to (a) the Energy Storage System (including all alterations, additions, or improvements made thereto, and to all personal property of Provider used in connection with the installation, operation, maintenance, repair, and monitoring of the Energy Storage System) and the Provider Financing Benefits, and (b) except as otherwise expressly provided in the Agreement, the Utility Services, the Utility Service Agreements, and the Incentives. Host agrees to reasonably cooperate with Provider to secure the benefits of the foregoing and shall, at the request of Provider, execute such documents or agreements and take such actions as are reasonably necessary to fulfill this intent. Each of Host and Provider agree that Provider (or its permitted assignee) shall be the tax owner of the Energy Storage System and all tax filings and reports will be filed in a manner consistent with the Agreement, and Host will not take the position on any tax return or in any other filings suggesting that it is anything other than a recipient of the Energy Management Services hereunder. Host acknowledges and agrees that (i) the Parties intend that the Energy Storage System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and shall not be, and shall not be deemed to be, real property or any fixture to real property, and (ii) Provider will have the right to make (and Host hereby consents, and agrees to cooperate, with the making and perfecting of) any filings to defend and protect Provider's right, title, and interest in and to the Energy Storage System, including any precautionary fixture filings and financing statements in each case solely with respect to the Energy Storage System. If there is any mortgage or fixture filing against the Premises or the Property which could reasonably be construed as attaching to the Energy Storage System as a fixture of the Premises, Host agrees to provide, at Provider's request, a disclaimer or release from such lien holder.

10.2 No Liens. Host shall not directly or indirectly do or permit any act or omission that gives rise to any lien, encumbrance, or security interest on or with respect to any Energy Storage System, or with respect to any equipment, materials, or other assets of Provider, or any interest therein. For purposes of clarity, subject to Provider's rights of quiet enjoyment with respect to the Premises, nothing herein shall restrict Host from granting or maintaining a lien, mortgage, deed of trust, or other collateral interest (generally, a "Mortgage," and the holder thereof, a "Mortgagee") with respect to the Premises or Property (other than with respect to the Energy Storage System or any equipment, materials, or other assets of Provider). Within ten (10) days following Provider's request, Host shall disclose to Provider any existing ground or underlying leases (or occupancy agreements), Mortgages, security interests, or other similar liens upon the Property or the Premises.

10.3 No Electric Utility; Forward Contract. Host is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under the Agreement. If at any time as a result of any change in Applicable

Laws, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of the Agreement, the Parties will use best efforts to restructure the Agreement so that Provider will not be subject to such regulation, while preserving for both Parties the substantive economic benefits conferred hereunder. The transaction contemplated under the Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

10.4 Host as Governmental Authority. If Host is a Governmental Authority, (a) all payments by Host hereunder are not subject to appropriations, and in the event any payment hereunder is or becomes subject to any appropriation, Host shall use its best efforts to appropriate the funds necessary to satisfy its payment obligations hereunder, and shall not discriminate between such obligations and its other obligations with respect to payments for necessary services, and (b) any failure of Host to make any payment as and when due under the Agreement as a result of any non-appropriation shall constitute a Default Event by Host. If Host is a Governmental Authority, Host represents that it has fully complied with all procurement, public bidding, and public agency contracting requirements under Applicable Law applicable to the Agreement.

10.5 Taking: Damage. Host shall promptly provide written notice to Provider of any commencement, or notice of commencement, of any proceeding in respect of any foreclosure by a Mortgagee of any Premises or Property, or a temporary or permanent condemnation or taking (or private purchase in lieu thereof) by any Governmental Authority in its exercise of the right of condemnation or eminent domain of any Premises or Property. If any portion of the Premises or an Energy Storage System is damaged, lost, impaired, or destroyed, in whole or in part, by reason of fire, flood, or other casualty (a “Casualty”), Host shall give prompt notice of such Casualty to Provider. If Host decides, in its reasonable discretion, to restore the Premises, and such restoration requires the removal, re-installation or repair of the Energy Storage System, Provider shall, at Host’s expense, perform such removal, re-installation, or repair of the Energy Storage System and continue to perform the Energy Management Services through the remainder of the Term in accordance with the Agreement. In the event the Premises are not, or will not be, restored within six (6) months after the date of such Casualty, Provider may terminate the Agreement upon written notice to Host.

10.6 Notice to Provider Financing Parties. Concurrently with its delivery to Provider, Host will deliver copies of all notices of breach, default, termination, and Default Events to any Provider Financing Party that Provider has theretofore provided the name and address to Host. No such notice will be effective absent delivery to the Provider Financing Parties. Host will not mutually agree with Provider to cancel, modify, or terminate the Agreement without the written consent of the Provider Financing Parties. At Provider’s request, Host may amend or modify the Agreement to include provisions which may reasonably be requested by a Provider Financing Party; provided, however, that such amendments or modifications do not materially impair any of Host’s rights, or materially increase the burdens or obligations of Host, under the Agreement. Upon Provider’s request, Host shall execute such additional documents and instruments reasonably required by Provider’s Financing Parties, at no material cost or detriment to Host.

10.7 Step-In Rights. Each Provider Financing Party shall be a third party beneficiary to Provider’s rights under the Agreement. Upon a Default Event by Provider under the Agreement, or a breach or default by Provider under any agreement with a Provider Financing Party that is not cured within the applicable time period as provided therein, the Provider Financing Party thereof shall have the right, but not the obligation, by written notice to Provider and Host (a “Step-In Notice”) to enforce all of the rights and assume all of the obligations of Provider under the Agreement (“Step-In Right”), and Host hereby consents to the same. The Step-In Notice shall specify the date on which the rights and obligations shall transfer from Provider to the Provider Financing Party. Host and Provider shall reasonably cooperate with the Provider Financing Party and provide all reasonable assistance to the Provider Financing Party to give effect to the terms of this Section 10.7, provided such reasonable cooperation will be at no material cost or expense to Host. If a Provider Financing Party exercises its Step-In Right, Provider shall no longer have the rights or obligations under the Agreement by such Provider Financing Party. At any time after exercising the Step-In Right, a Provider Financing Party may, at its sole discretion, issue a written “Step-Out Notice” to Provider and Host reinstating the rights and obligations to Provider and the date on which such rights shall be reinstated. For the time period during which a Provider Financing Party is exercising its Step-In Right, Host agrees to send all written notices required under the Agreement to such Provider Financing Party at the address specified in the Step-In Notice, and the Provider Financing Party shall provide all reasonable assistance necessary to process

applications for payment by Host. In the event a Provider Financing Party forecloses on, and directly or indirectly has taken ownership and control of, the Agreement, at the request of such Provider Financing Party within ninety (90) days of such foreclosure, Host shall enter into a new or amended agreement with such Provider Financing Party to reflect the change in counterparty but which agreement shall otherwise have the same terms and conditions as the Agreement.

11. Estoppel Certificates. Within ten (10) business days following a request in writing by either Party, Host and Provider shall execute, acknowledge, and deliver to the requesting Party an estoppel certificate, in the form submitted by the requesting Party, indicating therein any exceptions thereto that may exist at that time, and which shall also contain any other information reasonably requested by either Party or either Party's actual or potential purchasers, assignees, successors, mortgagees, lenders, investors, creditors, or Provider Financing Parties.

12. Contractors; Affiliates. Provider and Host shall each be permitted to use one or more Affiliates and/or contractors to perform any of its obligations under the Agreement; provided, however, each of Provider and Host shall continue to be responsible for all of its obligations under the Agreement, and the quality of the work performed by its Affiliates and contractors.

13. Disruption Period. In the event of a Disruption Period, in addition to any other amounts owed by Host hereunder, Host shall (a) pay Provider for all work required by Provider to disassemble or move the Energy Storage System and to re-install, repair, and test the Energy Storage System, (b) if applicable, continue to pay the Energy Services Fee, and (c) reimburse Provider for any lost or reduced revenue or benefits from Utility Services, Incentives, and Provider Financing Benefits that are not delivered or received during the Disruption Period due to the reduced or non-operation of the Energy Storage System.

14. Force Majeure. If a Party is rendered wholly or partly unable to perform its obligations under the Agreement because of Force Majeure Event, it shall be excused from whatever performance is affected by the Force Majeure Event to the extent so affected and the time for performing such excused obligations shall be extended as reasonably necessary, provided that (a) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party prompt written or oral notice describing the event; (b) the suspension or extension of time for performance is of no greater scope and of no longer duration than is required as a result of the Force Majeure Event; and (c) the Party affected by such Force Majeure Event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably practicable. Provider shall not be liable for any damage to the Property or Premises resulting from a Force Majeure Event. The Term shall be extended on a day for day basis to the extent the Energy Management Services and/or the provision of the Utility Services are suspended due to a Force Majeure Event. Notwithstanding anything herein to the contrary, the obligation to make any payment due under the Agreement shall not be excused by a Force Majeure Event.

15. Confidentiality.

15.1 Each Party agrees (a) not to disclose the Confidential Information of the disclosing Party to any other Person, (b) to protect such Confidential Information from unauthorized use and disclosure with the same degree of care accorded to its own confidential and proprietary information (but no less than reasonable care), and (c) to refrain from using such Confidential Information, except in connection with the exercise of rights or performance of obligations under the Agreement. Notwithstanding the foregoing, a Party may provide the other Party's Confidential Information to (i) its officers, directors, members, managers, employees, agents, counsel, contractors, consultants, and Affiliates, in each case whose access is reasonably necessary to performance of the Agreement, (ii) existing or prospective investors, lenders, and assignees of the Agreement, and (iii) as permitted under the definition of Confidential Information in Schedule 5 attached to the Agreement; provided that any such Person under clauses (i) or (ii) be bound by a written agreement or legal obligation restricting the use and disclosure of such Confidential Information at least as restrictive as provided herein. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any Person to whom that Party discloses the Confidential Information of the other Party. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the

request of the disclosing Party. If disclosure of information is required by a Governmental Authority or by any other Person pursuant to Applicable Law, the disclosing Party shall, to the extent permitted by Applicable Law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party with its efforts to limit the disclosure to the maximum extent permitted by Applicable Law. Without limiting Section 15.2 below, in any event that a Party may be required by Applicable Law to disclose any Confidential Information, said Party shall be authorized to determine such requirement in its reasonable and good faith discretion, subject to consideration of any objections by the other Party in good faith.

15.2 Notwithstanding any provision herein to the contrary, the Parties acknowledge that Host is a public entity and is subject to the California Public Records Act, Gov. Code Section 6250, *et seq.*, and the regulations promulgated thereunder (the “PRA”). Host acknowledges that Provider considers certain of its Confidential Information to be market sensitive utility procurement related information (including power purchase agreements), which are required to remain confidential pursuant to Cal. Pub. Util. Code Section 454.5, Cal. Pub. Util. Comm., General Order 66-C, and Cal. Pub. Util. Comm. Decision 06-06-066, and certain of Provider’s Confidential Information contains Provider’s trade secrets. In light of the foregoing, Host agrees to provide prompt written notice to Provider of any public records requests received by Host seeking the disclosure of Provider’s Confidential Information or other documents related to this Agreement or the subject matter hereof, and acknowledges that Provider may petition any court of competent jurisdiction to oppose any such public records requests, and shall provide prompt written notice to Provider of the anticipated time of producing any responsive documents prior to any such disclosure as permitted under the PRA or other Applicable Law.

16. Miscellaneous.

16.1 Integration. The Agreement, including all schedules and exhibits attached thereto (which are incorporated into the Agreement by this reference), is the complete agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, whether oral or written. The Agreement may be modified and/or amended only by written instrument signed by both Parties. The captions or headings in the Agreement are strictly for convenience and shall not be considered in interpreting the Agreement.

16.2 Notices. All notices, demands, statements, designations, approvals, or other communications (collectively, “Notices”) given or required to be given by either Party to the other hereunder or by law shall be in writing and (a) sent by United States certified or registered mail, postage prepaid, return receipt requested (“Mail”), (b) delivered by electronic mail, (c) delivered by a nationally recognized overnight courier, or (d) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to the Parties at the appropriate address set forth on the signature page hereof, or to such other place as either Party may from time to time designate in a Notice delivered pursuant hereto. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) when an acknowledgement of receipt is received, if sent by electronic mail, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made.

16.3 Marketing; Publicity. Host authorizes Provider to make appropriate announcements of the Agreement and to include Host’s name on Provider’s website, company brochures, publications, and other marketing materials.

16.4 Invalidity of Particular Provisions. If any provisions of the Agreement, or the application thereof to any circumstances are held to be invalid or unenforceable, then the remaining provisions of the Agreement or the application thereof to other circumstances will not be affected thereby and will be valid and enforceable to the fullest extent permitted by Applicable Law. The failure of either Party to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

16.5 Cooperation; Further Assurances. Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments, estoppels, certificates, and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof, including, but not limited to, disclosure of information, access to the Premises and the Property, or submission of permit applications. Neither Party shall unreasonably withhold, condition, or delay its compliance with any reasonable request made pursuant to this section.

16.6 Relationship of the Parties. The Parties have entered into the Agreement for the limited purpose set out herein and agree that Provider and Host (and their Affiliates) are acting solely as an independent contractors to each other. Nothing contained in the Agreement, nor any act of a Party in pursuing its rights or fulfilling its obligations pursuant to the Agreement are or will be construed as to create a partnership or joint venture relationship between the Parties (and/or their Affiliates). Without limiting the foregoing, Provider, its agents and employees shall not be entitled to any rights or privileges of Host employees and shall not be considered in any manner to be Host employees.

16.7 Disputes; Arbitration. If a dispute arises between the Parties relating to the Agreement, and despite their good faith efforts, the Parties have not succeeded in negotiating a resolution of the dispute through an in-person meeting of the representatives of both Parties, the Parties may elect to appoint a mutually acceptable neutral Person not affiliated with either of the Parties to act as a mediator. In the event the mediation does not result in resolution of the dispute, or the Parties do not elect mediation, then, upon written notice to the other Party, either Party may file a request for binding arbitration to be governed by the then-current commercial arbitration rules of the Judicial Arbitration and Mediation Service (“JAMS”) in effect at that time. Each Party shall be solely responsible for their respective costs associated with the expense of arbitration.

16.8 Attorneys’ Fees. In any action to enforce the terms of the Agreement, each party shall be responsible to pay their respective attorneys’ fees in such suit.

16.9 Governing Law. The Agreement, and any dispute concerning the Agreement, shall be governed by the laws of the State of California, without resort to its conflicts of law principles.

16.10 Counterparts. The Agreement, and each of the schedules and exhibits attached thereto, may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement, schedule, or exhibit, as applicable. The Agreement, and the schedules and exhibits attached thereto, may be duly executed and delivered by electronic, “pdf” delivery.

16.11 No Third Party Beneficiaries. Except as otherwise expressly provided herein, the Agreement, and all rights hereunder and thereunder are intended for the sole benefit of the Parties hereto, and shall not imply or create any rights on the part of, or obligations to, any other Person.

16.12 Non-discrimination. In the performance of the terms of this Agreement, Provider agrees that it will not engage in, nor permit its subcontractors to engage, in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex of such persons.

[End of Schedule 4, General Terms and Conditions]

SCHEDULE 5 DEFINED TERMS

This SCHEDULE 5 (Defined Terms) ("Schedule 5"), is attached to, and a part of, that certain Energy Management Services Agreement, dated [____], 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 5 shall have the meanings ascribed to them elsewhere in the Agreement.

1. Definitions. As used in the Agreement, the following terms shall have the following meanings:

1.1 "Adverse Environmental Conditions" means (a) any violation of, breach of, or non-compliance with any Environmental Laws affecting the Premises, other than a violation, breach, or non-compliance caused by Provider, and (b) any presence or release of, or exposure to, any Hazardous Substances at, to, on, in, under, or from the Property in violation of any Environmental Law, other than the presence, release, or exposure caused by Provider.

1.2 "Affiliate" as applied to either Party shall mean any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

1.3 "Applicable Laws" means, with respect to any Person, the Property, the Premises, or the Energy Storage System, any laws, statutes, rules, regulations, ordinances, or requirements of any Governmental Authority having jurisdiction over such Person, Property, Premises, Energy Storage System, or any subject matter of this Agreement.

1.4 "Auto-DR" means Automated Demand Response Technology Incentive Program sponsored by, or on behalf of, the Local Electric Utility.

1.5 "Bankruptcy Event" means a Party (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator with respect to itself or of all or a substantial part of its assets; (b) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (c) makes a general assignment for the benefit of its creditors; (d) commences a voluntary case under any bankruptcy law; (e) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (f) fails to controvert in a timely and appropriate manner, or acquiesced in writing, to any petition filed against such Party (or such Party's Affiliates) in an involuntary case under any bankruptcy law; or (g) takes any corporate or other action for the purpose of effecting any of the foregoing.

1.6 "Change In Law" means an amendment, modification, nullification, suspension, repeal, or other change of any Applicable Law (or any interpretation thereof) related to the Energy Storage System, the Energy Management Services, the Utility Services, the Incentives, the Provider Financing Benefits, the Agreement, and/or the rights and obligations of the Parties herein.

1.7 "Commercial Operation Date" means the date that Provider identifies in a written notice to Host that the Energy Storage System has been installed and constructed, all required Governmental Approvals for the commercial operation of such Energy Storage System have been obtained, and Provider has commenced, or will commence, the commercial operation of such Energy Storage System.

1.8 "Confidential Information" means any information (a) which is disclosed in written form regarding the Property, Premises, Energy Storage System, Utility Services, Energy Management Services, or Incentives, or the, financing, financial statements, rent rolls, policies, procedures, and/or other matters or details with respect to any of the foregoing, or (b) based on the content of the information and the circumstances of disclosure would be considered confidential by a reasonable person. Notwithstanding the foregoing, Confidential Information shall not include information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to any member of the public or Governmental Authority under Applicable Law, including, without

limitation, the California Public Records Act, subject to Section 15.2 of Schedule 4 of the Agreement, or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by Applicable Law), (iii) is independently developed by the receiving Party without use or reference to disclosing Party's Confidential Information, as shown by contemporaneous evidence, or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Without limiting Section 15.2 of Schedule 4 of this Agreement, the Parties further agree and acknowledge that this Agreement and records of any transactions between the Parties are required to be disclosed within a reasonable time of demand therefor under the California Public Records Act.

1.9 “Control Area Operator” means a regional transmission operator or an entity responsible for managing the bulk power grid, including, without limitation, the California Independent System Operator.

1.10 “Default Event” shall mean the occurrence of any of the following: (a) the failure of a Party to pay any amount owed by such Party under the Agreement by the date due, and such failure continues for ten (10) business days after written notice from the other Party (a “Payment Failure”); (b) a material breach by a Party of any of its representations or warranties, or a failure of a Party to substantially perform any material obligation (other than a Payment Failure), under the Agreement, which such breach or failure is not remedied within thirty (30) days following receipt of notice thereof from the other Party; provided, however, that if such breach or failure cannot be reasonably cured within the said thirty (30) day period notwithstanding good faith efforts to do so, such time period shall be extended for the time period required to reasonably cure such breach or failure, but not to exceed ninety (90) days; or (c) a Bankruptcy Event occurs with respect to a Party.

1.11 “Disruption Period” means the time period during which the operation, monitoring, or usage of the Energy Storage System is disrupted in whole or in part, or the Energy Storage System cannot be operated or monitored in whole or in part, as a result of a Host Act.

1.12 “DRESAs” means those certain (a) Demand Response Energy Storage Agreement, by and between Hybrid-Electric Building Technologies West Los Angeles 1, LLC, and Southern California Edison Company, dated November 3, 2014 (as amended, amended and restated or otherwise modified from time to time), and/or (b) Demand Response Energy Storage Agreement, by and between Hybrid-Electric Building Technologies West Los Angeles 2, LLC, and Southern California Edison Company, dated November 3, 2014 (as amended, amended and restated or otherwise modified from time to time).

1.13 “Environmental Law” means any Applicable Law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, health, safety, or Hazardous Substances, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.;

1.14 “Force Majeure Event” means the occurrence of any event or circumstance beyond the reasonable control of a Party which results in the failure or delay by such Party of the performance of its obligations under the Agreement (in full or in part), or the failure or reduced performance of the Energy Storage System, including as a result of any of the following: an act of God, war (declared or undeclared), sabotage, riot, insurrection, civil unrest or disturbance, military or guerilla action, banditry, terrorist activity or a threat of terrorist activity which, under the circumstances, would be considered a precursor to actual terrorist activity, acts of public enemy, economic sanction or embargo, epidemic, civil strike, work stoppage, slow-down, or lock-out or labor dispute, explosion, fire, volcanic activity, earthquake or seaquake, abnormal weather condition, action of the elements, hurricane, flood, lightning, wind, drought, peril of the sea, any action or order by a Governmental Authority, the delay of or failure to act on the part of any Governmental Authority, unavailability of equipment, supplies, or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence), or Change In Law.

1.15 “Governmental Approvals” means all approvals, consents, franchises, permits, certificates, licenses, attestations, authorizations, studies, agreements, or other documentation required by any Governmental Authority, or required under any Utility Services Agreement, for the provision of the Energy Management Services and/or Utility Services, obtaining the Incentives, and/or the installation, operation, maintenance, monitoring, and removal of the Energy Storage System, including, without limitation, with respect to the interconnection of the Energy Storage System to the electric utility grid serving the Property and/or the Premises.

1.16 “Governmental Authority” means all applicable federal, state, county, or municipal government or other public, administrative, or regulatory body, including, any Local Electric Utility, any Control Area Operator, and the California Public Utilities Commission, and excluding Host and its Affiliates to the extent applicable.

1.17 “Hazardous Substances” means (a) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; and (b) any substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any Applicable Law

1.18 “Host Act” means (a) Host repairs, modifies, or alters the Property or Premises for any reason not directly related to damage caused by the Energy Storage System or the actions of Provider or Provider Affiliate(s), and such repair, modification, or alteration requires the partial or complete disassembly, repair, modification, alteration, or removal of the Energy Storage System, (b) any act or omission of Host or Host’s employees, Affiliates, tenants, licensees, agents, or contractors results in a disruption or outage of the Energy Storage System or denies Provider or its employees, contractors, or agents access to the Premises, Property, or Energy Storage System, or (c) a breach or default of the Agreement, or Default Event, by or with respect to Host or its Affiliates that is not cured following notice and within the time periods provided herein.

1.19 “Incentives” means any and all grants, credits, accelerated or bonus depreciation, installation or production-based incentives, investment tax credits, production tax credits, ancillary services or capacity products and subsidies, including, without limitation, SGIP and Auto-DR, and all other storage or energy subsidies, incentives, tax credits, grants, accelerated rights and benefits under Applicable Law related to the construction, ownership, generation, storage, capacity, or production of energy or other ancillary services or benefits from the Energy Storage System, performance of the Energy Management Services, and providing Cost Savings.

1.20 “Local Electric Utility” means local electric distribution owner and operator providing energy or electric distribution and interconnection services to Host at the Property.

1.21 “Person” is meant to be most broadly construed and includes any natural person, utility, transmission, or distribution provider, individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other legally cognizable entity, or a Governmental Authority.

1.22 “Premises” means that certain real property owned by Host where the Energy Storage System will be installed, and includes the location of the interconnection facilities required to connect the Energy Storage System to the Property. The agreed-upon location of the Premises is set forth on Schedule 1 of the Agreement, which may be modified and amended from time to time upon the mutual, written agreement of the Parties.

1.23 “Provider Financing Benefits” means all rights, deductions, credits (including depreciation, installation, or production-based incentives, and investment tax credits), grants, rebates, subsidies, payments, other benefits, reductions, offsets, and allowances and entitlements of any kind, however entitled or named, whether existing now or in the future, related to the installation, ownership, and operation of the Energy Storage System.

1.24 “Provider Financing Party” means a lender, creditor, lessor, lessee, investor, any party to the DRESAs, or other financing party of Provider.

1.25 “Purchase Option Price” means the amount, determined in Provider’s reasonable discretion, equal to the greater of the following: (a) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition, and performance of the Energy Storage System, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition, and costs of removal from a current location shall not be a deduction from the valuation, and (b) the present value (using a discount rate of 8%) of all associated future income streams expected to be received from the operation of the Energy Storage System for the remaining useful life of the Energy Storage System, including, but not limited to, the sale of Utility Services, Incentives, expected price of electricity, Providing Financing Benefits, accounting and tax-related credits, and avoided costs obtained from operating the Energy Storage System.

1.26 “Qualified Assignee” means (a) a Person that (i) has (or one or more of its Affiliates have, or is managed by individuals who have, or has employed such Persons who have, or has engaged asset managers who have) at least two (2) years of experience in the operation or management of power generation systems and/or energy storage systems, or (ii) has engaged Advanced Microgrid Solutions, Inc., or its Affiliates, as an asset manager to operate the Energy Storage System; or (b) a Person that has, or a Person with a parent company or guarantor has, an investment grade long term unsecured credit rating by a national credit rating entity.

1.27 “SGIP” means the Self Generation Incentive Program, as described in the California Public Utilities Commission Decision 14-12-033. For purposes of SGIP, the cost of the Energy Storage System is: \$1,625,000.

1.28 “Utility Services” means any products or services that the Energy Storage System can provide from time to time, including, without limitation, in connection with demand response programs, grid support, energy or capacity sales, frequency regulation, ancillary services, reactive power support, and capacity and resource adequacy benefits.

1.29 “Utility Services Agreement” means an agreement between Provider and a Local Electric Utility, Control Area Operator, or any other Person for the sale and provision of Utility Services, including the DRESAs.

[End of Schedule 5, Defined Terms]

SCHEDULE 6

FORM OF PROHIBITED RESOURCES ATTESTATION

HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company (“Provider”)

| Prohibited Resources in Demand Response Programs | | | |
|---|--|-------|--|
| <p>The California Public Utilities Commission has issued rules limiting certain benefits for companies such as Provider that are aggregators of demand response systems where program host customers use prohibited resources for back-up generation during demand response events. Prohibited resources include distributed generation technologies using diesel, natural gas, gasoline, propane or liquefied petroleum gas, in topping cycle CHP or non-CHP configuration. More information regarding restrictions on the use of prohibited resources in demand response programs can be found in CPUC Decision 16-09-056 and Resolution E-4838.</p> <p>Under CPUC Rules and under the demand response energy services agreements between Provider and Southern California Edison Company, Provider is required to obtain this form from all of their customers. Compliance will be verified. Customer must provide documentation upon request for verification and audit purposes. Noncompliance due to inaccurate or incomplete information in this form or other errors of an administrative or clerical nature must be remedied within 60 days of notice. If such error is not remedied within 60 days or if the noncompliance involves the use of prohibited resources during a demand response event or the intentional submission of an invalid nameplate capacity for the prohibited resource, then the customer will be removed from participation in demand response programs for one year (in the case of a single instance of such noncompliance) or three years (in the case of two or more instances of noncompliance). Use of prohibited resources to reduce load during a demand response dispatch event is prohibited. This form will supplement the existing leases, demand response agreements or other agreements currently in place among the parties.</p> | | | |
| Attestation | | | |
| <p>On behalf of South Orange County Community College District and the Customer, the undersigned representative hereby agrees to the requirements herein and attests to the accuracy of the information set forth on Attachment A.</p> <p><u>Customer:</u> Irvine Valley College</p> | | | |
| Signature | | Date | |
| Printed Name | | Title | |

| Attachment A – Prohibited Resources | | | | | |
|-------------------------------------|---|-----------------------------------|------------------------------|--|---|
| 1. | I do not have a prohibited resource on-site. | | | | |
| | Customer | Service Address | SCE Service Account # | | |
| | | | | | |
| *2. | I do have a prohibited resource on-site and <u>I will not use the resource to reduce load</u> ** during any demand response event. | | | | |
| | Customer | Service Address | SCE Service Account # | Type and Number of Prohibited Resources | Nameplate Capacity (kW_{ac}) of All Prohibited Resources |
| | Irvine Valley College | 5500 Irvine Center Dr, Irvine, CA | 3-029-0514-80 | Emergency backup generator (diesel) | 55 kW |
| ***3. | I do have a prohibited resource on-site and I may have to run the resource(s) during demand response events for safety reasons, health reasons, or operational reasons. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the demand response incentives / charge for my account. | | | | |
| | Customer | Service Address | SCE Service Account # | Type and Number of Prohibited Resources | Nameplate Capacity (kW_{ac}) of All Prohibited Resources |
| | | | | | |

*For clarity, please note that if a Service Account has elected Attestation #2 above, such Service Account shall not be prohibited from using a prohibited resource during an interruption of SCE's electric service even if the interruption occurs at the same time as a battery storage system dispatch.

**I do have the following baseload resource on-site which cannot or will not be ramped up beyond its normal baseload operations to further reduce the net, baseline load during a demand response event:

| Customer | Service Address | SCE Service Account # | Type and Number of Baseload Resource | Total Nameplate Capacity (kW) of Baseload Resource(s) |
|----------|-----------------|-----------------------|--------------------------------------|---|
| | | | | |

***Default Adjustment Value (DAV) is the nameplate capacity value of the Customer's prohibited resource provided at the time of attestation. If a customer has multiple prohibited resources at the same site, then the DAV is the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site for the same service account.

| Received | | | |
|---|--|-------|--|
| By: Hybrid-Electric Building Technologies West Los Angeles 1, LLC | | | |
| Signature | | Date | |
| Printed Name | | Title | |

SCHEDULE 7 CONSTRUCTION AND OPERATION WORK RULES

This SCHEDULE 7 (Construction and Operation Work Rules) ("Schedule 7"), is attached to, and a part of, that certain Energy Management Services Agreement, dated June 25, 2018 (the "Agreement"), by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("Host") and HYBRID-ELECTRIC BUILDING TECHNOLOGIES WEST LOS ANGELES 1, LLC, a Delaware limited liability company ("Provider"). Capitalized terms used but not otherwise defined in this Schedule 7 shall have the meanings ascribed to them elsewhere in the Agreement.

1. On-Site Installation, Repair, and Maintenance. During the Term of the Agreement, Provider shall conform, and cause its contractors to conform, to the following with respect to the construction of the Energy Storage System on the Premises:

1.1 Provider shall coordinate with Host to develop a mutually agreeable schedule for any activity at the Premises to mitigate any inconvenience to or disruption of students, faculty, and staff in their regular school activities and to otherwise eliminate any substantial interference with normal operations of the school campus.

1.2 Provider shall deliver personnel, tools, equipment and materials to the work area over route(s) reasonably designated by the Host, provided that Host ensures that Provider shall have all access rights necessary to use such designated routes.

1.3 Provider shall provide fencing and/or demarcations around any shrubs or trees indicated to be preserved, sufficient to protect such foliage from substantial damage that might ordinarily occur during activities of the kind undertaken by Provider at the Premises. Provider shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by Provider's construction activities to a condition that matches or is better than the condition prior to the start of construction.

1.4 Provider shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or the reasonable directions of the Host, not unreasonably encumber Premises or overload any structure with materials, enforce all reasonable instructions of the Host regarding signs, advertising, fires, and smoking and require that all workers comply with all Host's regulations while on the Premises

1.5 Prior to the start of ground disturbing activities on the Premises, Provider will verify the location of underground utilities on the Premises by pot-holing, and Provider understands that the location of underground utilities shown on Host-provided drawings is for information only. Provider shall ensure that its improvements to the Premises do not prevent existing utilities on the Premises from being accessed by Host for future repairs required by Host.

1.6 Provider shall remove rubbish and debris on a daily basis during the period of its activities at the Premises. Provider shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises and dispose of it in a lawful manner.

1.7 Provider shall provide sanitary temporary toilet and wash facilities in no fewer numbers than required by law and such additional facilities as may be directed by Host for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the Premises until removal is directed by Host. Use of toilet and wash facilities at the Property shall not be permitted except by written consent of Host.

1.8 Provider shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes, and noise, including: (a) watering disturbed unpaved roads and disturbed areas within the Premises at least three times daily during dry weather, (b) ensuring that traffic speed on unpaved roads are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%, (c) requiring heavy duty trucks accessing the Premise to idle for no longer than five minutes at any location, (d)

requiring all Rubber Tired Dozers and Scrapers to be CARB Tier 2 Certified or better, (e) staging equipment and materials in areas that will create the greatest distance between construction related noise sources and the noise sensitive receptors nearest the construction site, and (f) equipping equipment with properly operating and maintained mufflers.

1.9 Without limitation to the foregoing, the Provider shall take action to ensure that no less than ninety percent (90%) of marketable materials generated from the activities of the Provider and its contractors at the Premises that are not fully consumed in the performance of the installation work are recycled, and shall maintain, and make available to the Host upon request, complete and accurate records verifying the foregoing.

1.10 Provider shall keep on the Premises one legible copy of all plans for the Energy Storage System, which Provider will make available to Host upon request.

1.11 All field engineering if required for laying out of work and establishing grades for earthwork operations shall be furnished by Provider at its expense by a qualified civil engineer reasonably approved by the Host.

1.12 Provider shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the plans and specification for the Energy Storage System.

1.13 Provider shall not endanger any work of any other party by cutting, excavating, or otherwise altering such work and shall not cut or alter work of any other party without the written consent of the Host. Provider shall obtain all required permits for shoring and excavations near property lines.

2. Unsafe Conditions.

2.1 When performing activities at the Premises, Provider shall enclose the working area with temporary fencing adequate to keep Host pupils out of the work area and physically segregated from any and all workers on or about the Premises.

2.2 Upon completion of any and all activities on the Premises, Provider shall remove temporary utilities, fencing, barricades, planking, sanitary facilities and all similar temporary facilities from Premises.

3. Provider Supervision.

3.1 At all times while Provider's personnel are at the Premises during the installation of the Energy Storage System, Provider shall provide competent supervision of the personnel employed for the installation of the Energy Storage System at the Property, the use of equipment, and the quality of workmanship, including (a) enforcing proper discipline and good order among Provider's employees, and contractors and not employing or permitting the employment of any unfit person or anyone not skilled in work assigned to Provider, (b) removing from the Property any person in the employ of Provider or its contractors whom the Host may reasonably deem incompetent or unfit, (c) taking reasonable steps necessary to ensure that any employees of Provider or any of its contractors report for work in a manner fit to do their job, and (d) executing, under penalty of perjury, the certification of a drug-free workplace and certification of a tobacco-free workplace on the forms provided herewith.

3.2 Provider will provide the name, qualification, and experience of, and contact information for, the supervisory personnel engaged by Provider at the Premises, each of whom shall be satisfactory to Host in its reasonable discretion.

3.3 Provider shall promptly correct any condition at the Premises that is unsafe or potentially unsafe to persons or property. Provider shall maintain emergency first aid treatment for Provider's workers at the Premises, which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. sec 651, et. seq.). Provider shall not permit the possession or use of alcohol, smoking or controlled substances on the Premises.

Prior to the start of the Work, Provider shall prepare and submit to Host an Illness and Injury Prevention Plan as required by the California Occupational Safety and Health Agency

4. Licensed Personnel; Prohibited Interests.

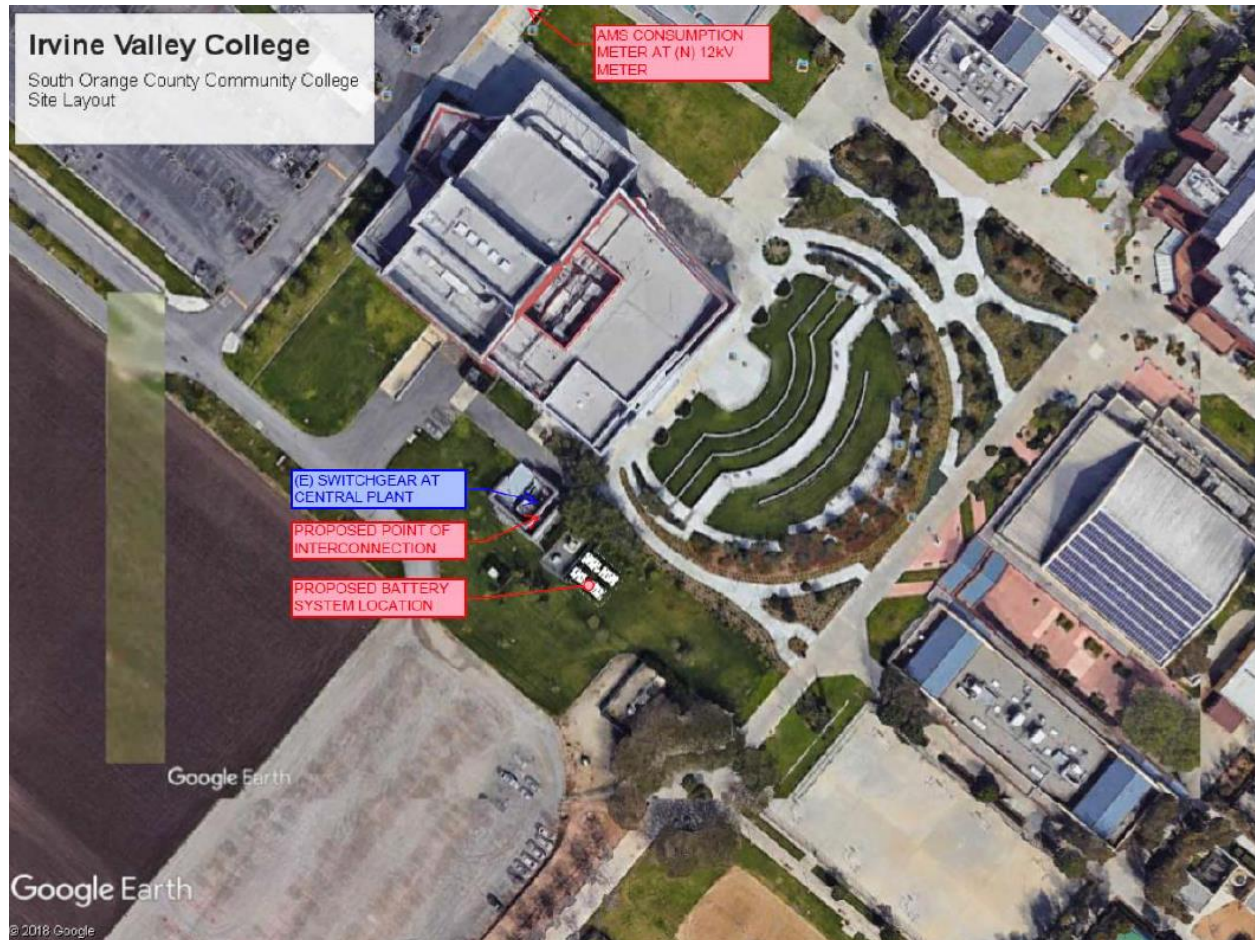
4.1 All contractors engaged by Provider to install the Energy Storage System shall be properly licensed in accordance with Applicable Law and shall perform only the work for which they are so licensed.

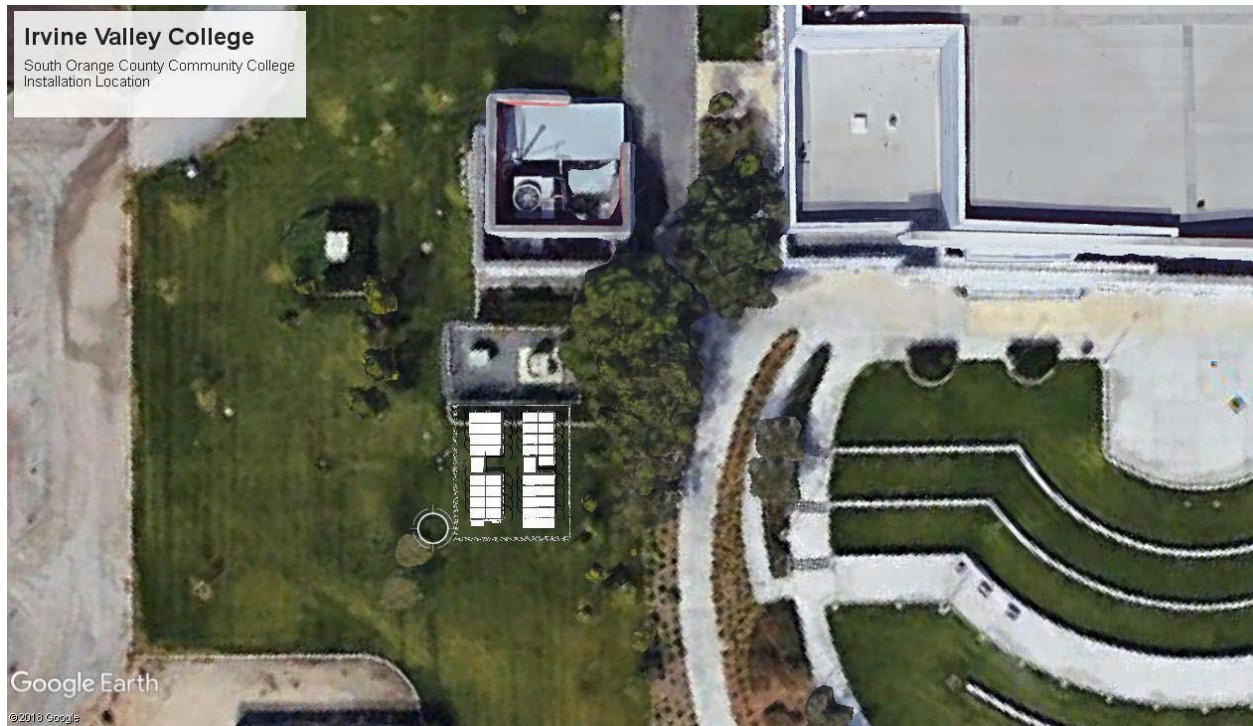
4.2 No official of Host who is authorized in such capacity and on behalf of Host to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with construction of the Energy Storage System, shall become directly or indirectly interested financially in the Energy Storage System or in any part thereof. No officer, employee, attorney, engineer, or inspector of or for Host who is authorized in such capacity and on behalf of Host to exercise any executive, supervisory, or other similar functions in connection with construction of the Energy Storage System shall become directly or indirectly interested financially in the Energy Storage System or in any part thereof. Provider shall receive no compensation and shall repay Host for any compensation received by Provider hereunder, should Provider knowingly aid, abet or participate in violation of this paragraph.

5. Host Observation. At no cost to Provider, Host shall have the right to employ inspectors to observe and inspect the installation of the Energy Storage System, including any disturbance or alteration of Host's real or personal property related thereto. Such inspectors shall have not authority to change or modify the plans for the Energy Storage System.

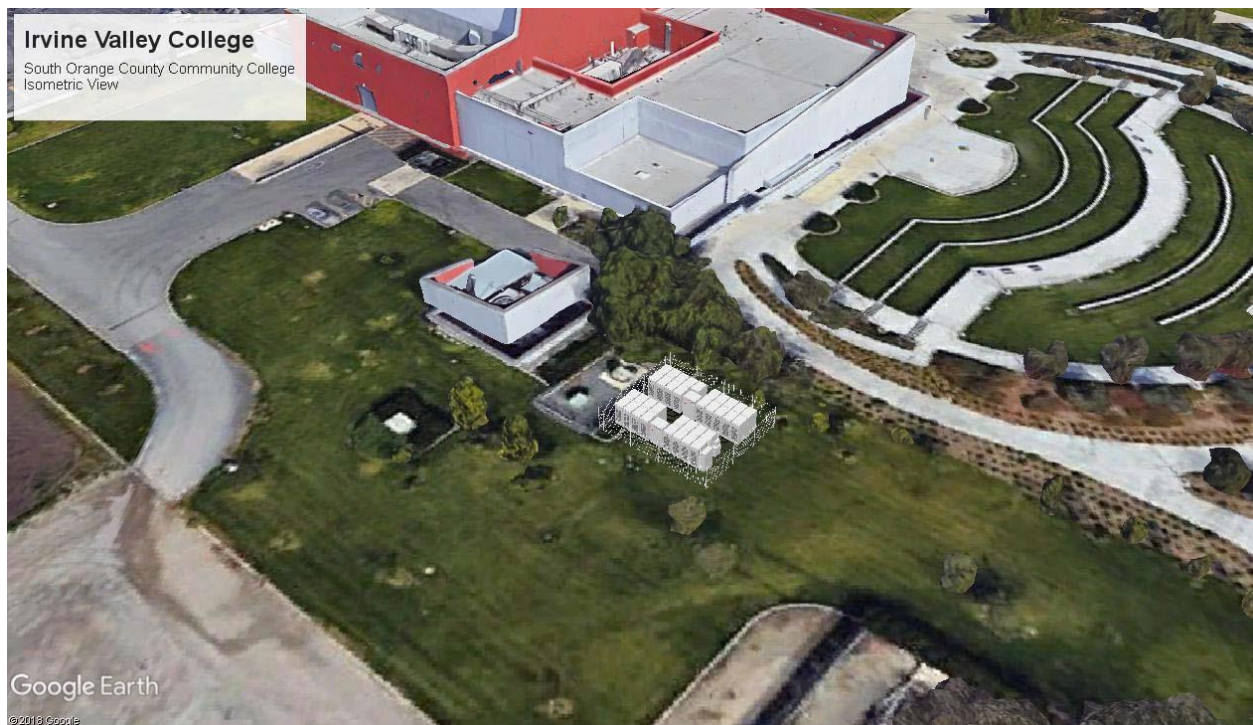
[End of Schedule 7, Construction and Operation Work Rules]

**ATTACHMENT A TO SCHEDULE 1
PREMISES**





Energy Storage System Layout - Plan View



Energy Storage System Layout - Isometric View

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Saddleback College Science, Mathematics & Engineering Building Renovation Project & Irvine Valley College Structural Analysis, Condition Assessment Services Agreement, Walter P. Moore

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees approved basic aid for Saddleback College Science, Mathematics & Engineering (SME) Building Renovation project. This funding was acquired to perform pre-design investigation to ascertain the status of the existing building systems. On June 26, 2017, the Board of Trustees approved basic aid for a Pre-planning & Investigation project.

Saddleback College has requested the district consider retaining the existing TAS (Technology and Applied Sciences) Building for uses other than Advanced Technology and Applied Sciences. Toward that objective, staff will also evaluate the TAS Building systems using the analysis performed during the design phase for the ATAS program renovation.

STATUS

On April 9, 2018 and April 16, 2018, SOCCCD ran a newspaper advertisement requesting qualifications and proposals. Three non-mandatory pre-proposal meetings were held with 23 firms represented. Three firms submitted proposals (EXHIBIT A) meeting the criteria outlined in the RFQ & P. Staff recommends approval of Walter P. Moore for Condition Assessment Services agreement (EXHIBIT B) for Saddleback College SME Building Renovation & IVC Structural Analysis, in the amount of \$720,000.

Basic aid funds are available in the Saddleback College SME Building Renovation approved project budget of \$750,000 and \$200,000 of the Pre-planning & Investigation budget.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Walter P. Moore Condition Assessment Services agreement for the Saddleback College Science, Mathematics & Engineering Building Renovation, the Saddleback College Technology and Applied Sciences assessment, and Irvine Valley College Structural Analysis, in the amount of \$720,000.

**Request for Qualifications & Proposals No. 360D
Saddleback College Science, Mathematics & Engineering Building Renovation &
Irvine Valley College Structural Analysis
Condition Assessment Services**

South Orange County Community College District

June 25, 2018

| <u>Company Name</u> | <u>City</u> | <u>Submitter's Name</u> |
|--------------------------------|--------------------|--------------------------------|
| *Walter P. Moore | Los Angeles, CA | Pawan Gupta |
| Berliner Architects | Culver City, CA | Richard Berliner |
| Perkins – Eastman Dougherty | Costa Mesa, CA | Brian Dougherty |

***Recommended Firm**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONDITION ASSESSMENT SERVICES AGREEMENT SCIENCE, MATHEMATICS & ENGINEERING BUILDING RENOVATION & IVC STRUCTURAL ANALYSIS Walter P. Moore

This AGREEMENT is made and entered into this 25th day of June in the year 2018 between South Orange County Community College DISTRICT, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Walter P. Moore, 707 Wilshire Boulevard, Suite 2100, Los Angeles, California 90017, (310) 254-1900, hereinafter referred to as "CONSULTANT ". DISTRICT and CONSULTANT are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of condition assessment;

WHEREAS, DISTRICT desires to obtain professional services for condition assessment and structural analysis services as more fully defined per Article 2 and Attachment B, for the Saddleback College SME Building Renovation & IVC Structural Analysis Services, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed to provide professional services in conformity with the laws of the State of California; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 CONSULTANT 'S SERVICES AND RESPONSIBILITIES

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

designate Pawan Gupta, as Project Executive, and a management team of James Rosewitz as Project Manager and Louis Kahn as Project Engineer. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT 'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual.** If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A PROJECT manager and all lead or key personnel for any sub CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of CONSULTANT to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with quality control, bidding and/or construction of the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTS as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The CONSULTANT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT'S approval a schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written AGREEMENT of the Parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.
- 1.7. **Exclusion for Design-Build Participation.** Not Used.

ARTICLE 2 SCOPE OF CONSULTANT 'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment B, and include:

Services for Saddleback College

a. SME Building:

The SME Building scope includes the development of a comprehensive building assessment and analysis report that assesses the current building condition. Required services shall include, but are not limited to:

- Identifying and documenting current facility conditions and deficiencies
- Recommending corrections for all deficiencies
- Providing cost estimates for corrections
- Forecasting future facility renewal costs

Overview

At a minimum, the following building elements and system components for the entire SME Building including, the Greenhouse Facility, the Chemical Storage Building and the adjacent concrete plaza, shall be inspected and evaluated:

1. Architectural Elements & Building Components,
 - a. Exterior building envelope including all windows and doors.
 - b. Roof systems, gutters and downspouts.
 - c. Interior walls, ceilings, soffits, flooring, interior doors, hardware, casework, fixed seating and signage.
2. Structural Systems & Civil Components,
 - a. Foundations
 - b. Slab on grade
 - c. Retaining walls (including interface with adjacent plaza).
3. Building Systems,
 - a. Mechanical system, including supply, returns, general exhaust, fume hood exhaust, building controls, terminal units, etc. (Current Conditions & Load Analysis)
 - b. Electrical system including main distribution panel, switchgear, electrical panels, lighting, lighting control system, Automatic transfer switches, etc. (Current Conditions & Load Analysis)
 - c. Plumbing system, including fixtures, supply, storm drainage, sanitary sewer, chemical waste system, and all associated isolation valves.
 - d. Fire protection
 - e. Elevator systems, including machine rooms
 - f. Generator and emergency power
 - g. Access Controls/Electronic locks and door hardware
 - h. Technology/Telecommunications/Data/Low voltage, AV and video surveillance system
4. Specialized Equipment & Systems.
 - a. Including fixtures, controls, instrumentation and distribution as applicable. Fixed equipment shall be assessed including, but not limited to, fume hoods, remaining lab equipment, air-handling units, boilers/heating systems, fans, pumps, valves, fan coils units, heating/cooling coils, pressure regulators, vents, vacuum and exhaust equipment, fire suppression tanks, humidifiers, compressors, eye wash stations, etc.
5. Building Site.
 - a. Stairs, ramps, walkways and railings
 - b. Paving and concrete flatwork
 - c. Landscaping
 - d. Irrigation systems, including controls
6. Building Utilities (Five feet outside the building footprint including associated shut-off valves, maintenance holes, hand holes, pull boxes and vaults).
 - a. Storm drain
 - b. Sanitary sewer

- c. Chemical waste & clarifiers
- d. Hydronic pipelines
- e. Natural gas
- f. Domestic water
- g. Reclaimed water
- h. Telecommunication infrastructure.

Tasks. The following are the expected tasks and deliverables associated with the SME Building Condition Assessment Services effort (SME Building Renovation):

1. Task 1: Project Initiation.

- a. Meet with Saddleback College and DISTRICT Services department project team to develop and finalize a detailed work plan and schedule, which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and CONSULTANT teams, and include an evaluation methodology, in accordance with SME Building Condition Assessment Services terms and conditions and appropriate to meet the highest standard for the SME Building Condition Assessment Services.
- b. CONSULTANT shall identify, collect, and review all reliable sources of existing study materials for information such as building lists, As-built drawings, maps, studies, inventories, naming conventions, and capital requests. In order to produce accurate data and ensure consistent, up-to-date reports, the DISTRICT will provide all available past studies, As-Built drawings, geotechnical reports, and hazardous material survey reports. Where applicable, study amounts, engineering reports, hazmat survey, roofing reports, etc. will be incorporated and reflected in the final reports.
- c. Inspection schedule: CONSULTANT shall coordinate with the DISTRICT for dates and times to conduct the on-site inspections. A master schedule of the entire project will then be circulated for review. After receiving comments, CONSULTANT will send finalized copies to all affected parties.

Deliverables.

At a minimum, the deliverables of this phase shall include, but are not limited to:

- a. Meeting notes
- b. Final work plan
- c. Project schedule, including inspection schedule
- d. Roles and Responsibilities Matrix
- e. Evaluation methodology

2. Task 2: Inspection, Research, and Assessment Process.

- a. Thoroughly inspect the SME Building to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The inspection team will include, at a minimum, an architect and engineer(s). The CONSULTANT shall thoroughly examine building systems using non-destructive and/or destructive on-site observations to compile a complete picture of current conditions, and then create a database to record cost data and expected life

cycles. With this information, CONSULTANT shall create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to thirty (30) years. The CONSULTANT shall utilize processes that eliminate variability and produce accurate facility information. CONSULTANT shall ensure that the site inspection team has the appropriate training and equipment (i.e. ultra sound equipment) to record consistent and accurate data. It is anticipated that more attention will be paid to the larger, costlier components as well as those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.

- b. In order to understand the characteristics of SME Building beyond what is recorded in existing drawings, documents, or other materials, the CONSULTANT shall utilize input from the DISTRICT and college staff to complement the assessment of current conditions with details of the building background. CONSULTANT shall interview knowledgeable project managers, faculty, staff and maintenance staff in order to benefit from their input and perspective. These interviews will be building-specific and are to be reflected in the final reports.
- c. Document the condition of the SME building and adjacent concrete plaza to identify causes of distress through material testing and field investigation.
- d. Perform required geotechnical investigation to obtain geological and engineering data to determine the potential causes of cracks in the building and slab-on grade. Foundation inspection and ground condition surveying need to be carried out. The following proposed testing methods are not comprehensive or exclusive; but rather are set forth as a general scope of services of the work that is expected to be performed by the CONSULTANT team. All samples are collected and subjected to laboratory tests and analysis. This is necessary to correctly access the causes of the building defects and take appropriate remedial measures:
 - (1) Concrete coring (Retaining Walls & Slab-on Grade)
 - (2) Sampling boreholes
 - (3) Trial pits (parameters to be designed as a team with final approval by the DISTRICT) located close to the building foundation
 - (4) Manometer Level Survey
 - (5) Infrared or thermal scans

Special Notes:

- (1) CONSULTANT shall propose the number and location of cores, sampling boreholes or test pits. Refer to Attachment "B"
- (2) CONSULTANT shall be responsible to recommend additional or alternative investigations methods needed to identify existing conditions causing building distress and deterioration, and to identify other building deficiencies material to the intent of the assessment.
- (3) CONSULTANT shall repair any damages that may be caused during the testing and inspection process to match existing or better conditions.
- (4) Hazardous material survey will be provided by the DISTRICT after contract award. CONSULTANT is responsible to incorporate findings, quantities and

recommendations provided by the hazardous material survey as part of the final SME building assessment report and the associated feasibility study.

- (5) In the summer of 2018, the DISTRICT will be undertaking a new project called "The Districtwide Underground Utility Mapping & Condition Assessment Project". Dependent upon the progress of the utilities mapping investigation process at Saddleback College Campus, the DISTRICT may share available findings and/or recommendations pertaining to the existing utility mainlines that serve the SME Building with the CONSULTANT team for inclusion into the final SME building conditions assessment report.
- e. At a minimum, the inspection team shall gather the following information:
 - (1) Building Characteristics - An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system.
 - (2) Age - Identification of the year each system component was installed.
 - (3) Current Condition - An assessment of the current condition of each system component and a determination of the level of repair necessary to restore these components to optimal condition and year the asset is to be replaced.
- f. Provide conditions assessment and useful life expectancies for building systems and determine where each falls within its life cycle. Identify and categorize building and building systems deficiencies, including:
 - (1) Those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.
 - (2) Those that, upon failure, can be remediated but may temporarily disrupt college operations.
 - (3) Those that, are unlikely to fail but do not meet current code requirements
 - (4) Those that, may be reused if reconditioned
 - (5) Those that are in good condition and will require no additional work for continued operations.
- g. Provide observations and findings for a complete seismic evaluation of the existing building per the requirements and procedures presented in the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction. Structural analysis to include an examination of the building ability to withstand a 6.0 magnitude or greater earthquake event. Identify if project is qualified as a category A-3 (seismic deficiencies or potential seismic risk in existing buildings) project per State Chancellor's Office project categories.
- h. Evaluate compliance and identify all non-compliant items with California Code of Regulations, Title 24 including, but not limited to, Access, Structural, Fire Life Safety, and Energy Efficiency.
 - i. This includes accessibility requirement for the exterior concrete plaza starting from the north side where the pedestrian bridge connects the SME building with the main campus quad heading towards the Fine Arts Complex

terminating in the area of the greenhouse. For the alternate axis the plaza is defined between the SME building and the LRC exterior retaining walls. CONSULTANT is responsible for providing surveying information required to complete the assessment

- ii. CONSULTANT team shall review SOCCCD ADA Transition Plan for accessibility evaluation between the SME building and the adjacent parking lots and include findings and recommendations into the final SME building conditions assessment report.

Deliverables.

- a. Summary of meeting notes with DISTRICT and College representatives and key stakeholders.
- b. Draft versions of Research and Analysis findings.

3. Task 3: Feasibility Study and Final Recommendation Report.

Based upon comments and information received through Task 1& 2, a condition score matrix is to be assigned to each inspected system or component providing sufficient detail to permit subsequent judgments and decisions. Data shall be collected using a written inspection form format or by keying data directly into an electronic device. Digital photographs and/or videos are to be used to support the inspections process and taken in sufficient quantity to adequately illustrate the inspection team evaluation. All collected data is to be uploaded into Bluebeam®, or a similar program previously approved by the DISTRICT, so data can be easily referenced to the associated locations.

At a minimum, the final SME Building Condition Assessment Report should objectively and technically describe the following:

- a. The building elements or systems that are identified in task 2, item f.
- b. The cause or nature of each deficient condition.
- c. The corrective actions recommended for each deficient condition to meet current code and/or create like new condition. Identify all possible mitigation measures necessary to address the current forces or conditions acting on the building that are resulting in distress and/or deterioration to the building, building elements or building systems.
- d. Perform observations and findings for a seismic evaluation of the existing building.
 - i. Support DISTRICT in determining whether the observations will conform to:
 - 1. the requirements and procedures of the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction to determine the applicable seismic performance requirements and risk category applicable to the structural evaluation or the American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic Evaluation and Retrofit of Existing Buildings, and
 - 2. educate DISTRICT staff on the pros and cons of considering the use of American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic

Evaluation and Retrofit of Existing Buildings and whether the seismic evaluation shall be performed using the provisions of Chapters 4 and 5 of ASCE 41-13 for the appropriate level of performance, and

3. make a recommendation for DISTRICT'S final decision as to which approach will be used for observations and findings for a seismic evaluation of the existing building.
- e. An existing building code analysis to clearly identify code requirements and either compliance or non-compliance of associated building element or system. Prepare a code compliance report to identify what is necessary to restore the existing building to meet the requirements of current standards and codes and to identify all codes for which the building shall be in compliance, including but not limited to, building code, DSA and local review agencies.
- f. Water intrusion investigation to identify sources of water and moisture entering or negatively acting upon the building and the paths of entry into the building and building materials.
- g. A complete feasibility study for a comprehensive modernization of the existing building. This should include, but not limited to, recommended design options with a detailed cost estimate for a full code compliance, DSA approved, like-new condition that meets current trends and expectations of a higher education campus instructional facility. Feasibility Study must examine whether the renovation costs equal 75% or more of the cost for a new building. Feasibility study to identify any specialty CONSULTANT s, professional services, agency fees, permits, or other potential soft costs that may be associated with any recommended modernization effort. Define the various levels, as follows, and provide a recommendation for the appropriate modernization effort:
 - (1) Cosmetic
 - (2) Seismic retrofit
 - (3) Reconfiguration/Renovation. Assume that the existing science program spaces will be retrofitted as a standard general classroom space for an overall building of new offices, classrooms and computer labs.
 - (4) Complete demolition and new construction. Assume no less than a new 40,000 GSF, two- story, Design-Build, LEED Gold Equivalent, standard general classrooms and computer labs building.
- h. Identify all mitigation measures necessary to address the current forces or conditions acting on the building that are resulting in distress and/or deterioration to the building, building elements or building systems.
- i. Define what is necessary to restore the existing building to meet the instructional needs of the institution. Identify the needs of technology including a review of current DISTRICT technology standards.

- j. Evaluate the architectural modifications necessary to align exterior improvements with the adjacent buildings that have been successfully modernized with recommendations and associated costs.
- k. Current design of the building includes several interior spaces with no access to daylight, resulting in an environment that is not inspiring for teaching or learning. Address this consideration with recommendations and associated costs.
- l. Cost estimate to include costs associated with the infrastructure to support a level of sustainability and energy efficiency equivalent to LEED Gold certification.

Deliverables.

- a. Mid-Point report including intermediate reviews.
- b. Final report.
- c. Presentations to the DISTRICT & College staff and/or Board of Trustees.

b. Technology & Applied Science (TAS) Building:

The TAS Building scope includes the development of a comprehensive building assessment and analysis report that assesses the current building condition. Required services shall include, but are not limited to:

- Identifying and documenting current facility conditions and deficiencies
- Recommending corrections for all deficiencies
- Providing cost estimates for corrections
- Forecasting future facility renewal costs

Overview

At a minimum, the following building elements and system components for the entire TAS Building, including the Automotive Yard and the exterior Storage Buildings, shall be inspected and evaluated:

1. Architectural Elements & Building Components,
 - a. Exterior building envelope including all windows and doors.
 - b. Roof systems, gutters and downspouts.
 - c. Interior walls, ceilings, soffits, flooring, interior doors, hardware, casework, fixed seating and signage.
2. Structural Systems & Civil Components,
 - a. Foundations
 - b. Slab on grade
 - c. Retaining walls (including interface with adjacent plaza).
3. Building Systems,
 - a. Mechanical system, including supply, returns, general exhaust, fume hood exhaust, building controls, terminal units, etc. (Current Conditions & Load Analysis)
 - b. Electrical system including main distribution panel, switchgear, electrical panels, lighting, lighting control system, Automatic transfer switches, etc. (Current Conditions & Load Analysis)

- c. Plumbing system, including fixtures, supply, storm drainage, sanitary sewer, chemical waste system, and all associated isolation valves.
 - d. Fire protection
 - e. Elevator systems, including machine rooms
 - f. Generator and emergency power
 - g. Access Controls/Electronic locks and door hardware
 - h. Technology/Telecommunications/Data/Low voltage, AV and video surveillance system
4. Specialized Equipment & Systems.
- a. Including fixtures, controls, instrumentation and distribution as applicable. Fixed equipment shall be assessed including, but not limited to, fume hoods, remaining lab equipment, air-handling units, boilers/heating systems, fans, pumps, valves, fan coils units, heating/cooling coils, pressure regulators, vents, vacuum and exhaust equipment, fire suppression tanks, humidifiers, compressors, eye wash stations, etc.
5. Building Site.
- a. Stairs, ramps, walkways and railings
 - b. Paving and concrete flatwork
 - c. Landscaping
 - d. Irrigation systems, including controls
6. Building Utilities (Five feet outside the building footprint including associated shut-off valves, maintenance holes, hand holes, pull boxes and vaults).
- a. Storm drain
 - b. Sanitary sewer
 - c. Chemical waste & clarifiers
 - d. Hydronic pipelines
 - e. Natural gas
 - f. Domestic water
 - g. Reclaimed water
 - h. Telecommunication infrastructure.

Tasks. The following are the expected tasks and deliverables associated with the TAS Building Condition Assessment Services effort:

1. Task 1: Project Initiation.

- a. Meet with Saddleback College and DISTRICT Services department project team to develop and finalize a detailed work plan and schedule, which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and CONSULTANT teams, and include an evaluation methodology, in accordance with TAS Building Condition Assessment Services terms and conditions and appropriate to meet the highest standard for the TAS Building Condition Assessment Services.
- b. CONSULTANT shall identify, collect, and review all reliable sources of existing study materials for information such as building lists, As-built drawings, maps, studies,

inventories, naming conventions, and capital requests. In order to produce accurate data and ensure consistent, up-to-date reports, the DISTRICT will provide all available past studies, As-Built drawings, geotechnical reports, and hazardous material survey reports. Where applicable, study amounts, engineering reports, hazmat survey, roofing reports, etc. will be incorporated and reflected in the final reports.

- c. Inspection schedule: CONSULTANT shall coordinate with the DISTRICT for dates and times to conduct the on-site inspections. A master schedule of the entire project will then be circulated for review. After receiving comments, CONSULTANT shall send finalized copies to all affected parties.

Deliverables.

At a minimum, the deliverables of this phase shall include, but are not limited to:

- a. Meeting notes
- b. Final work plan
- c. Project schedule, including inspection schedule
- d. Roles and Responsibilities Matrix
- e. Evaluation methodology

2. Task 2: Inspection, Research, and Assessment Process.

- a. Thoroughly inspect the TAS Building to produce an accurate analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The inspection team will include, at a minimum, an architect and engineer(s). The CONSULTANT shall thoroughly examine building systems using non-destructive and/or destructive on-site observations to compile a complete picture of current conditions, and then create a database to record cost data and expected life cycles. With this information, CONSULTANT shall create a database that will generate an accurate projection of building component lifespans and repair/replacement cost data for up to thirty (30) years. The CONSULTANT shall utilize processes that eliminate variability and produce accurate facility information. CONSULTANT shall ensure that the site inspection team has the appropriate training and equipment (i.e. ultra sound equipment) to record consistent and accurate data. It is anticipated that more attention will be paid to the larger, costlier components as well as those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.
- b. In order to understand the characteristics of TAS Building beyond what is recorded in existing drawings, documents, or other materials, the CONSULTANT shall utilize input from the DISTRICT and College staff to complement the assessment of current conditions with details of the building background. CONSULTANT shall interview knowledgeable project managers, faculty, staff and maintenance staff in order to benefit from their input and perspective. These interviews will be building-specific and are to be reflected in the final reports.
- c. Document the condition of the TAS building to identify causes of distress through material testing and field investigation.

- d. Perform required geotechnical investigation to obtain geological and engineering data to determine the potential causes of cracks in the building and slab-on grade. Foundation inspection and ground condition surveying need to be carried out. The following proposed testing methods are not comprehensive or exclusive; but rather are set forth as a general scope of services of the work that is expected to be performed by the CONSULTANT team. All samples are collected and subjected to laboratory tests and analysis. This is necessary to correctly access the causes of the building defects and take appropriate remedial measures:
- (1) Concrete coring (Retaining Walls & Slab-on Grade)
 - (2) Sampling boreholes
 - (3) Trial pits (parameters to be designed as a team with final approval by the DISTRICT) located close to the building foundation
 - (4) Manometer Level Survey
 - (5) Infrared or thermal scans

Special Notes:

- (1) CONSULTANT shall propose the number and location of cores, sampling boreholes or test pits. Refer to Attachment "B"
 - (2) CONSULTANT shall be responsible to recommend additional or alternative investigations methods needed to identify existing conditions causing building distress and deterioration, and to identify other building deficiencies material to the intent of the assessment.
 - (3) CONSULTANT shall repair any damages that may be caused during the testing and inspection process to match existing or better conditions.
 - (4) Hazardous material survey will be provided by the DISTRICT after contract award. CONSULTANT is responsible to incorporate findings, quantities and recommendations provided by the hazardous material survey as part of the final SME building assessment report and the associated feasibility study.
 - (5) In the summer of 2018, the DISTRICT will be undertaking a new project called "The Districtwide Underground Utility Mapping & Condition Assessment Project". Dependent upon the progress of the utilities mapping investigation process at Saddleback College Campus, the DISTRICT may share available findings and/or recommendations pertaining to the existing utility mainlines that serve the SME Building with the CONSULTANT team for inclusion into the final SME building conditions assessment report.
- e. At a minimum, the inspection team shall gather the following information:
- (1) Building Characteristics - An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system.
 - (2) Age - Identification of the year each system component was installed.
 - (3) Current Condition - An assessment of the current condition of each system component and a determination of the level of repair necessary to restore

these components to optimal condition and year the asset is to be replaced.

- f. Provide conditions assessment and useful life expectancies for building systems and determine where each falls within its life cycle. Identify and categorize building and building systems deficiencies, including:
 - (1) Those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.
 - (2) Those that, upon failure, can be remediated but may temporarily disrupt college operations.
 - (3) Those that, are unlikely to fail but do not meet current code requirements
 - (4) Those that, may be reused if reconditioned
 - (5) Those that are in good condition and will require no additional work for continued operations.
- g. Provide observations and findings for a complete seismic evaluation of the existing building per the requirements and procedures presented in the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction. Structural analysis to include an examination of the building ability to withstand a 6.0 magnitude or greater earthquake event. Identify if project is qualified as a category A-3 (seismic deficiencies or potential seismic risk in existing buildings) project per State Chancellor's Office project categories.
- h. Evaluate compliance and identify all non-compliant items with California Code of Regulations, Title 24 including, but not limited to, Access, Structural, Fire Life Safety, and Energy Efficiency.
 - i. This includes accessibility requirement between the TAS Building and the adjacent Building and Parking Lots. CONSULTANT is responsible for providing surveying information required to complete the assessment
 - ii. CONSULTANT team shall review SOCCCD ADA Transition Plan for accessibility evaluation between the TAS building and the adjacent parking lots and include findings and recommendations into the final TAS building conditions assessment report.

Deliverables.

- c. Summary of meeting notes with DISTRICT and College representatives and key stakeholders.
- d. Draft versions of Research and Analysis findings.

3. Task 3: Feasibility Study and Final Recommendation Report.

Based upon comments and information received through Task 1& 2, a condition score matrix is to be assigned to each inspected system or component providing sufficient detail to permit subsequent judgments and decisions. Data shall be collected using a written inspection form format or by keying data directly into an electronic device. Digital photographs and/or videos are to be used to support the inspections process and taken in sufficient quantity to adequately illustrate the inspection team evaluation. All collected data is to be uploaded into

Bluebeam®, or a similar program previously approved by the DISTRICT, so data can be easily referenced to the associated locations.

At a minimum, the final TAS Building Condition Assessment Report should objectively and technically describe the following:

- a. The building elements or systems that are identified in task 2, item f.
- b. The cause or nature of each deficient condition.
- c. The corrective actions recommended for each deficient condition to meet current code and/or create like new condition. Identify all possible mitigation measures necessary to address the current forces or conditions acting on the building that are resulting in distress and/or deterioration to the building, building elements or building systems.
- d. Perform observations and findings for a seismic evaluation of the existing building.
 - i. Support DISTRICT in determining whether the observations will conform to:
 1. the requirements and procedures of the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction to determine the applicable seismic performance requirements and risk category applicable to the structural evaluation or the American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic Evaluation and Retrofit of Existing Buildings, and
 2. educate DISTRICT staff on the pros and cons of considering the use of American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic Evaluation and Retrofit of Existing Buildings and whether the seismic evaluation shall be performed using the provisions of Chapters 4 and 5 of ASCE 41-13 for the appropriate level of performance, and
 3. make a recommendation for DISTRICT'S final decision as to which approach will be used for observations and findings for a seismic evaluation of the existing building.
- e. An existing building code analysis to clearly identify code requirements and either compliance or non-compliance of associated building element or system. Prepare a code compliance report to identify what is necessary to restore the existing building to meet the requirements of current standards and codes and to identify all codes for which the building shall be in compliance, including but not limited to, building code, DSA and local review agencies.
- f. Water intrusion investigation to identify sources of water and moisture entering or negatively acting upon the building and the paths of entry into the building and building materials.
- g. A complete feasibility study for a comprehensive modernization of the existing building. This should include, but not limited to, recommended design options with a detailed cost estimate for a full code compliance, DSA approved, like-new condition that meets current trends and expectations of a higher education campus instructional facility. Feasibility Study must examine whether the renovation costs equal 75% or more of the cost for a new building. Feasibility study to identify any specialty CONSULTANT s, professional services, agency fees, permits, or other

potential soft costs that may be associated with any recommended modernization effort. Define the various levels, as follows, and provide a recommendation for the appropriate modernization effort:

- (1) Cosmetic
 - (2) Seismic retrofit
 - (3) Reconfiguration/Renovation. Assume that the existing science program spaces will be retrofitted as a standard general classroom space for an overall building of new offices, classrooms and computer labs.
 - (4) Complete demolition and new construction. Assume no less than a new 30,000 GSF, two- story, Design-Build, LEED Gold Equivalent, standard general classrooms and computer labs building.
- h. Identify all mitigation measures necessary to address the current forces or conditions acting on the building that are resulting in distress and/or deterioration to the building, building elements or building systems.
 - i. Define what is necessary to restore the existing building to meet the instructional needs of the institution. Identify the needs of technology including a review of current DISTRICT technology standards.
 - j. Evaluate the architectural modifications necessary to align exterior improvements with the adjacent buildings that have been successfully modernized with recommendations and associated costs.
 - k. Current design of the building includes several interior spaces with no access to daylight, resulting in an environment that is not inspiring for teaching or learning. Address this consideration with recommendations and associated costs.
 - l. Cost estimate to include costs associated with the infrastructure to support a level of sustainability and energy efficiency equivalent to LEED Gold certification.

Deliverables.

- d. Mid-Point report including intermediate reviews.
- e. Final report.
- f. Presentations to the DISTRICT & College staff and/or Board of Trustees.

Services for Irvine Valley College (IVC).

At IVC, the scope of work includes the development of a comprehensive structural assessment and seismic analysis for the ENTIRE structure system of the following four buildings, including their existing foundations and slab-on-grade (SOG):

- A300 Building
- PE 100
- Performing Art Center (PAC).
- Student Services Center (SSC)

Overview

CONSULTANT shall determine the cause of visible cracking in the walls and concrete slab throughout the buildings listed above. Assess the cause(s) of the signs of building distress and recommend appropriate remedial measures. Investigation should identify the type of defects such as cracking and subsidence, settlement or movement of the structure. The structural investigation is to include review of documents, visual assessments of existing conditions, on-site investigation, material testing, and structural analyses.

Over time, the referenced building began to show various types of cracking, which may have resulted in moisture intrusion and rebar corrosion. The CONSULTANT shall thoroughly evaluate these issues and develop an analysis of the as-built conditions of the entire building relative to current structural seismic code requirements and develop the appropriate recommendation with the associated cost.

The CONSULTANT shall perform the required condition assessment services in the following three phases at Irvine Valley College:

Tasks. The following are the expected tasks and deliverables associated with the IVC Structural Analysis Services effort:

1. Task 1: Project Initiation.

- a. Meet with IVC and DISTRICT Services Department project team to develop and finalize a detailed work plan and schedule, which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and CONSULTANT teams, and include an evaluation methodology, in accordance with IVC Buildings Structural Analysis Services terms and conditions and appropriate to meet the highest standard for the IVC Structural Analysis Services.
- b. CONSULTANT shall identify, collect, and review all reliable sources of existing study materials for information such as construction documents, As-built drawings, maps, studies, inventories, naming conventions, and capital requests. In order to produce accurate data and ensure consistent, up-to-date reports, the DISTRICT will provide all available past studies, As-built drawings, and geotechnical reports. Where applicable, study amounts, engineering reports, geotechnical reports, roofing reports, etc. will be incorporated and reflected in the final structural analysis report.
- c. Inspection schedule: CONSULTANT shall coordinate with the DISTRICT and college staff for dates and times to conduct the on-site inspections. A master schedule of the entire project will then be circulated for review. After receiving comments, CONSULTANT shall send finalized copies to all affected parties.

Deliverables.

At a minimum, the deliverables of this phase shall include, but are not limited to:

- a. Meeting notes
- b. Final work plan
- c. Project schedule, including inspection schedule
- d. Roles and Responsibilities Matrix
- e. Evaluation methodology

2. Task 2: Inspection, Research, and Assessment Process.

- a. Thoroughly inspect the four buildings identified at IVC Campus to produce an accurate structural analysis that identifies all components and elements requiring maintenance, repair, or major capital investment. The Inspection team will include, at a minimum, an architect, structural and civil engineer. The CONSULTANT shall thoroughly examine the buildings using destructive and/or non-destructive on-site investigation to compile a complete picture of current conditions, and then create a database to record cost data and expected life cycles. With this information, CONSULTANT shall create a database that will generate an accurate projection of building structural component lifespans and repair/replacement cost data for up to thirty (30) years. The CONSULTANT will utilize processes that eliminate variability and produce accurate facility information. CONSULTANT shall ensure that the site inspection team has the appropriate training and equipment (i.e. ultra sound equipment) to record consistent and accurate data. It is anticipated that more attention will be paid to the larger, costlier components as well as those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.
- b. In order to understand the characteristics of referenced buildings at IVC beyond what is recorded in existing drawings, documents, or other materials, the CONSULTANT shall utilize input from the DISTRICT & College staff to complement the assessment of current conditions with details of the building background. CONSULTANT shall interview knowledgeable project managers, faculty, staff, and maintenance staff in order to benefit from their input and perspective. These interviews will be building-specific and are to be reflected in the final reports.
- c. Document the condition of the existing building and identify causes of distress through material testing and field investigation.
- d. Perform required geotechnical investigation process to obtain geological and engineering data to determine the potential causes of cracks in the building and slab-on grade. Foundation inspection and ground condition surveying need to be carried out. The following proposed testing methods are not comprehensive or exclusive; but rather are set forth as a general Scope of Services of the work that is expected to be performed by the CONSULTANT. All samples are collected and subjected to laboratory tests and analysis. This is necessary to correctly access the causes of the building defects and take appropriate remedial measures:
 - (1) Concrete coring (Retaining Walls & Slab-on Grade)
 - (2) Sampling boreholes
 - (3) Trial pits located close to the building foundation
 - (4) Manometer Level Survey
 - (5) Infrared or thermal scans

Special Notes:

- (1) CONSULTANT shall propose the number and location of cores, sampling boreholes or test pits. Refer to Attachment "B"

- (2) CONSULTANT shall be responsible in their proposal to recommend additional or alternative investigations methods needed to identify existing conditions causing building distress and deterioration, and to identify other building deficiencies material to the intent of the assessment.
 - (3) CONSULTANT shall repair any damages that may be caused during the testing and inspection process to match existing or better conditions.
- e. At a minimum, the inspection team shall gather the following information:
 - (1) Building Characteristics, in particular the structural system.
 - (2) Age
 - (3) Current Condition
- f. For purposes of consistency, structural system components shall be defined along with a standard list of repairs and action levels by rating structural and/or architectural systems condition. Action level shall be defined for individual components.
- g. Identify the type of defects such as cracking, subsidence, settlement or movement of the structure.
- h. Identify cause(s) of the observed building distress. CONSULTANT shall be responsible in their study to clearly identify potential causes, which may include, but not limited to, the following:
 - (1) Soil conditions including expansion and contraction or poorly compacted fill soil
 - (2) Inadequate foundation design, and/or improper foundation construction techniques
 - (3) Intrusion by root systems of maturing trees/landscaping.
 - (4) Damage from water intrusion such as flooding, poor drainage, broken water mainlines or excessive runoff
- i. Determine if the visible building distress is cosmetic or if there is structural weakness or failure in the foundation/ structural system or other systems or elements.
- j. Comprehensive examination of the record documents and as-built drawings to determine if the original design and construction are contributing factors.
- k. Identify and categorize building and building systems deficiencies, including:
 - 1. Those that, upon failure, will prove harmful to persons or property or disrupt college operations for extended periods.
 - 2. Those that, upon failure, can be remediated but may temporarily disrupt college operations.
 - 3. Those that, are unlikely to fail but do not meet current code requirements
 - 4. Those that, may be reused if reconditioned
 - 5. Those that are in good condition and will require no additional work for continued operations.
- l. Provide observations and findings for a complete seismic evaluation of the existing building per the requirements and procedures presented in the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction.
Structural analysis to include an examination of the building ability to withstand a 6.0

magnitude or greater earthquake event. Identify if project is qualified as a category A-3 (seismic deficiencies or potential seismic risk in existing buildings) project per State Chancellor's Office project categories.

- m. Evaluate compliance and identify all non-compliant items with California Code of Regulations, Title 24 including structural system.

Deliverables.

- a. Summary of meeting notes with the DISTRICT and college representatives and key stakeholders
- b. Draft and final versions of Research and Analysis findings

3. Task 3: Feasibility Study and Final Recommendation Report.

Based upon comments and information received through Task 1& 2, a condition score matrix is to be assigned to each inspected system or component providing sufficient detail to permit subsequent judgments and decisions. Data shall be collected using a written inspection form format or by keying data directly into an electronic device. Digital photographs and/or videos are to be used to support the inspections process and taken in sufficient quantity to adequately illustrate the inspection team evaluation. All collected data is to be uploaded into Bluebeam®, or a similar program previously approved by the DISTRICT, so data can be easily referenced to the associated locations.

At a minimum, the final IVC Structural Analysis report should objectively and technically describe the following:

- a. The building elements or systems that are identified in task 2, item k.
- b. The cause or nature of each deficient condition.
- c. The corrective actions recommended for each deficient condition to meet current code and/or create like new condition. Identify all possible mitigation measures necessary to address the current forces or conditions acting on the building that are resulting in distress and/or deterioration to the building, building elements or building systems.
- d. Perform observations and findings for a seismic evaluation of the existing buildings.
 - i. Support DISTRICT in determining whether the observations will conform to:
 - 1. the requirements and procedures of the current Chapter 3 of the California Existing Building code for buildings under the DSA jurisdiction to determine the applicable seismic performance requirements and risk category applicable to the structural evaluation or the American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic Evaluation and Retrofit of Existing Buildings, and
 - 2. educate DISTRICT staff on the pros and cons of considering the use of American Society of Civil Engineers (ASCE) 41-13 Standard, Seismic Evaluation and Retrofit of Existing Buildings and whether the seismic evaluation shall be performed using the provisions of Chapters 4 and 5 of ASCE 41-13 for the appropriate level of performance, and

3. make a recommendation for DISTRICT'S final decision as to which approach will be used for observations and findings for a seismic evaluation of the existing building.
- e. A limited water intrusion investigation study will be required to identify potential sources of water and moisture entering or negatively acting upon the building and the paths of entry into the building and building materials.
- f. A complete feasibility study for a comprehensive structural modernization of the existing buildings. This should include, but not limited to, recommended design options with a detailed cost estimate for a full code compliance, DSA approved, like-new condition that meets current trends and expectations of a higher education campus instructional facility. Feasibility study must examine whether the renovation costs equal 75% or more of the cost for a new building. Feasibility study to identify any specialty CONSULTANT s, professional services, agency fees, permits, or other potential soft costs that may be associated with any recommended modernization effort. Define the various levels, as follows, and provide a recommendation for the appropriate modernization effort:
 - (1) Cosmetic
 - (2) Seismic retrofit
 - (3) Reconfiguration/Renovation.
 - (4) Complete demolition and new construction.
- g. Provide a recommendation for what, if any, further testing should be conducted.
- h. Provide detailed plans and sketches in conceptual level to clearly convey the findings and the recommendations for each building. This should be provided in AutoCAD and PDF format. The level of details should be equivalent to a schematic design delivery package using a traditional Design-Bid-Build delivery method.

Deliverables:

- a. Mid-Point report including intermediate reviews
- b. Final report
- c. Presentations to the DISTRICT and college staff and/or Board of Trustees.

4. Special Conditions regarding testing and inspection at both Colleges:

- a. Conduct building inspections with sensitivity to activities and needs of occupants and other members of the college community. During peak instructional periods this could mean that assessments will be conducted between 10:00 p.m. and 6:00 a.m.
- b. This contract will require professional inspections of all building components and systems as specified herein to produce an accurate analysis that identifies all deficiencies. The term "CONSULTANT" includes single or multidiscipline architect/engineering firms, joint ventures and/or other team combinations that can demonstrate the appropriate expertise and resources required to accomplish the purpose. The proposed team must be led by a California Licensed Architect or Structural Engineer. Engineering professionals must perform the inspections but

may be supplemented with construction or building system specific specialists, when appropriate.

- c. It is expected that the inspection team will, for example, lift ceiling tiles in suspended ceilings and open access doors to reveal hidden equipment and building components that are integral to the study.
- d. Inspection and testing to be accomplished generally through non-destructive testing and field investigation process. However, destructive testing, materials testing, disassembly or use of special testing equipment required for complete understanding of the deficiency and the cause. Thus, CONSULTANT shall identify an allowance for each college campus to be included in the CONSULTANT'S contract for any of the following testing procedures, which may be required if identified as critical to an assessment of an included item or necessary for a more thorough inspection and / or clarification of the conditions:
 - (1) Geotechnical Testing & Evaluation Report
 - (2) Potholing
 - (3) Ground Penetrating Radar
 - (4) Minor demolition and associated repairs
 - (5) Sewer pipe and storm drain pipe video taping
 - (6) Infrared thermal scans
 - (7) Associated repair and backfilling cost to restore current conditions of the tested area(s).
- e. The CONSULTANT shall obtain written authorization from the DISTRICT for any and all uses of the allowance and contingency prior to actual use. Any unused allowance and contingency shall be returned to the DISTRICT at the completion of the project.

- 2.2. **Coordination of Others.** The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees. The DISTRICT acknowledges that such coordination responsibility shall be mutual and reciprocal among the parties mentioned in this section.
- 2.3. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The CONSULTANT shall review existing conditions or facilities and make recommendations to include additional documents if deemed appropriate in order to acquire a comprehensive proposal from the Design-Build Entity.
- 2.5. **Non Responsibility.** CONSULTANT and Sub-CONSULTANT shall have no responsibility for:
 - a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
 - b. Ground contamination
 - c. Environmental Impact Report/CEQA declarations

- d. Historical significance report
 - e. Topographical survey
- 2.6. **Qualified Personnel**. The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of CONSULTANT 'S personnel from the PROJECT.
- 2.7. **Sub-CONSULTANTS**. The CONSULTANT has submitted a list of qualified engineers for the PROJECT. CONSULTANT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The CONSULTANT is responsible for the management of their CONSULTANT s in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any CONSULTANT s employed by CONSULTANT under the terms of this AGREEMENT. CONSULTANT is as responsible for the performance of its CONSULTANT s as it would be if it had rendered these services itself.

ARTICLE 3 ADDITIONAL CONSULTANT 'S SERVICES

- 3.1. **Additional Services**. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment A for Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization**. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT 'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Regulatory Revisions**. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. **Scope Change after Phase Approvals**. Providing services required because of significant changes made in the PROJECT after approval of the programming including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule.
 - c. **Contractor Default**. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Design-Build Entity's contract.
 - d. **Legal Services**. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a Party thereto.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** Services under this AGREEMENT shall be diligently performed by the CONSULTANT for seven months for a completion date of February 1, 2019; six months to complete the entire scope of services and one month for project closeout process. Services for the TAS Building including the Feasibility Study and Final Recommendation Report shall be submitted to the DISTRICT no later than September 29, 2018. Services for Irvine Valley College (IVC) including the Feasibility Study and Final Recommendation Report shall be submitted to the DISTRICT no later than January 1, 2019.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment A.
- 4.4. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent CONSULTANT'S who are directly employed by the DISTRICT.
 - c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any

judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

- d. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT

- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. **Statutory Workers' Compensation and Employers' Liability.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.
- b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease

or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

- c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (b) and (c) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- 5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by

endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.

- 5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

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

ARTICLE 6 COMPENSATION TO THE CONSULTANT

- 6.1. **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:

Saddleback College

SME Building

| | |
|--|------------------|
| a. Task 1: Project Initiation | \$29,290 |
| b. Task 2: Inspection, Research, and Assessment Process | \$63,320 |
| Task 2a: Seismic Assessment | \$26,130 |
| Task 2b: Chemical Storage Building | \$11,880 |
| Task 2c: Surveying | \$ 4,000 |
| c. Task 3: Feasibility Study and Final Recommendation Report | \$79,670 |
| d. Project Management | \$5,415 |
| e. District Controlled Allowance: Testing & Inspection including Contractor repairs | \$24,400 |
| f. District Controlled Contingency | \$50,000 |
| Subtotal – SME Building: | \$294,105 |

Technology & Applied Science (TAS) Building

| | |
|---|----------|
| a. Task 1: Project Initiation | \$23,095 |
| b. Task 2: Inspection, Research, and Assessment Process | \$50,775 |
| Task 2a: Seismic Assessment | \$11,010 |
| Task 2b: Surveying | \$ 3,500 |

| | |
|--|------------------|
| c. Task 3: Feasibility Study and Final Recommendation Report | \$61,935 |
| d. Project Management | \$ 5,415 |
| e. District Controlled Allowance: Testing & Inspection including Contractor repairs | \$6,000 |
| Subtotal – TAS Building: | \$161,730 |

Subtotal – Saddleback College: \$455,835

Irvine Valley College (IVC)

| | |
|--|------------------|
| a. Task 1: Project Initiation | \$14,030 |
| b. Task 2: Inspection, Research, and Assessment Process | \$84,310 |
| Task 2a: Seismic Assessment | \$33,760 |
| Task 2b: Limited Water Intrusion Study | \$5,180 |
| c. Task 3: Feasibility Study and Final Recommendation Report | \$34,350 |
| d. Project Management | \$5,415 |
| e. District Controlled Allowance: Testing & Inspection including Contractor repairs | \$41,000 |
| f. District Controlled Contingency | \$45,000 |
| Subtotal – IVC: | \$263,045 |
| Reimbursable Expenses | \$1,120 |

Total Contract Price \$720,000

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

6.3. **CONSULTANT Monthly Billing Statements. CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close-out Phase assuming anticipated construction duration.**

6.4. **Payment in Full. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional**

compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

- 6.5. **Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT 'S employees and CONSULTANT s in the interest of the PROJECT shall have prior DISTRICT written approval before incurred** and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANT S in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANT'S or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Services will be reimbursed.
- 6.6. **Non Waiver of Rights. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.**
- 6.7. **DISTRICT Payment of Contract Price. Within 30 days of the date of the DISTRICT'S receipt of CONSULTANT 'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Design-Build Entity.**
- 6.8. **Withholding Payment. The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the**

- amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.9. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.10. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.11. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment A) or as a fixed fee.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **DISTRICT Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to DISTRICT the right to reuse all or part of the foregoing drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another PROJECT constructed for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT using insert BIM or CAD software and shall deliver electronic copy via a flash drive in both the software format and PDF format upon completion. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or

patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT 'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT ; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT 'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other Party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT 'S services.
- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for DISTRICT Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT 'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

- 9.1. **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.
- 9.2. **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.
- 9.3. **Work to Continue.** In the event of a dispute between the Parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each Party will bear its own legal expenses.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **DISTRICT Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **DISTRICT Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT. CONSULTANT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or CONSULTANT s. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT , the DISTRICT Representative is:
- Nawar Al Juburi, Project Manager**
- 10.3. **DISTRICT Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

- 10.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by CONSULTANT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT'S obligations under this AGREEMENT

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT 'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT 'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT 'S work.
- 11.5. **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 CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being

performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

- 11.7. **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.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.
- 11.9. **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 CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other Party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT 'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 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

Nawar Al Juburi
Project Manager
South Orange County
Community College DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692
naljuburi@socccd.edu

CONSULTANT

Pawan Gupta
Principal
Walter P. Moore

707 Wilshire Boulevard, Suite 2100
Los Angeles, CA 90017
PGupta@walterpmoore.com

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@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 here from, but all remaining provisions will remain and continue in full force and effect.

11.15. **Entire AGREEMENT/Amendment**. This AGREEMENT and any Attachments hereto represent the entire agreement between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

11.16. **Binding AGREEMENT**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other Party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

CONSULTANT
Walter P. Moore

DISTRICT
South Orange County Community College DISTRICT

Pawan Gupta
Principle

Kim McCord
Acting Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A: Criteria and Billing for Extra Work

Attachment B: Detailed Scope of Work

ATTACHMENT A - CRITERIA AND BILLING FOR EXTRA WORK

A. The following extra services to this AGREEMENT shall be performed by CONSULTANT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.

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

| Consultant | Fee Per Hour |
|--|--------------|
| Prime Consultant / Structural Engineering: Walter P Moore | |
| Senior Principal | \$315 |
| Principal | \$295 |
| Senior Project Manager | \$260 |
| Senior Building Enclosure Consultant | \$260 |
| Project Manager | \$225 |
| Senior Engineer | \$195 |
| Engineer | \$180 |
| Building Enclosure Consultant | \$180 |
| Graduate Engineer | \$165 |
| Graduate Building Enclosure Consultant | \$165 |
| CAD Designer | \$165 |
| Senior CAD Technician | \$135 |
| CAD Technician | \$105 |
| Technician | \$105 |
| Project Accountant | \$110 |
| Senior Administrative Assistant | \$135 |

| | |
|--------------------------|-------|
| Administrative Assistant | \$100 |
| Senior Consultant | \$300 |

Architectural Services: Steinberg Hart

| | |
|--------------------------|---------------|
| Principal | \$270 - \$395 |
| Design Director | \$220 |
| Technical Director | \$220 |
| Senior Project Manager | \$220 |
| Senior Project Architect | \$210 |
| Project Manager | \$200 |
| Senior Designer | \$190 - \$210 |
| Project Architect | \$180 |
| Senior Job Captain | \$180 |
| Job Captain | \$150 |
| Intermediate Designer | \$135 |
| Designer | \$120 |
| Administrative | \$105 |
| Intern | \$75 |

Mechanical and Electrical Engineering / ADA: EMG

| | |
|---------------------------|-------|
| Project Executive | \$175 |
| Program Manager | \$135 |
| Assessment Team PE/RA | \$115 |
| Quality Control Manager | \$135 |
| Technical Report Reviewer | \$105 |
| Administrative | \$60 |

Geotechnical Engineer: American Geotechnical, Inc.

| | |
|----------------------------------|-------|
| Principal Engineer | \$225 |
| Principal Geologist | \$225 |
| Chief Engineer | \$205 |
| Chief Geologist | \$205 |
| Senior Engineer | \$200 |
| Senior Geologist | \$200 |
| Project Engineer | \$175 |
| Project Geologist | \$175 |
| Staff Engineer | \$160 |
| Staff Geologist | \$160 |
| Laboratory Manager | \$140 |
| Senior Technician Services | \$140 |
| Field Technician Services | \$125 |
| Laboratory Technician Services | \$100 |
| Field Assistant (Non-prevailing) | \$85 |
| Technical Illustrator | \$110 |

| | |
|-----------------------------|-------|
| Office Services | \$75 |
| Labor Compliance Services | \$200 |
| Client Information Services | \$200 |

Fire Protection/Life Safety/Code Compliance: Jensen Hughes

| | |
|---|---------------|
| Sr. Fire Protection Engineer III / Director | \$240 - \$260 |
| Associate Director | \$235 |
| Sr. Fire Protection Engineer II | \$225 - \$245 |
| Sr. Accessibility Consultant | \$225 |
| Sr. Fire Protection Engineer | \$210 |
| Fire Protection Engineer | \$180 |
| Senior Consultant | \$190 - \$215 |
| Accessibility Consultant | \$190 |
| Associate/Consultant | \$155 - \$190 |
| Technician/CAD/BIM/Drafting | \$120 |
| Engineering Intern | \$130 |
| Project Administrator | \$120 - \$14 |

Civil Engineering: JMC2 Engineering

| | |
|--|-------|
| Engineers | |
| Expert Witness | \$310 |
| Principal | \$250 |
| Vice President | \$235 |
| Project Manager | \$180 |
| Project Engineer | \$155 |
| Engineer III (Sr. Design Engineer) | \$140 |
| Engineer II (Design Engineer) | \$120 |
| Engineer I / CAD Technician (Designer) | \$110 |
| Controller | \$100 |
| Clerical | \$75 |

Cost Estimator: TBD Consultants

| | |
|--|-------|
| Principal | \$220 |
| Project Manager | \$190 |
| Senior Estimator / MEP Estimator | \$180 |
| Senior Project Controller / Senior Scheduler | \$180 |
| Estimator / Scheduler / Project Controller | \$175 |
| Assistant Estimator / Assistant Project Controller | \$140 |
| Administrative / Technical Support | \$90 |

**** Indicates 10% administrative mark-up has been applied**

ATTACHMENT B - DETAILED SCOPE OF WORK



Saddleback College Project Work Plan

Assessment Project Understanding

We understand that South Orange County Community College District ("Client" or "SOCCCD" or "District") would like us to conduct a comprehensive building assessment and feasibility study of the following two buildings on the Saddleback Campus:

- › Science & Math (SM) Building: The three-story, 81,420 sq ft building is a cast-in-place concrete structure constructed in 1974. It contains offices, laboratories, classrooms, lecture halls, a greenhouse and an observatory. The building is experiencing some settlement and sliding movement. Some past studies on the property have been done but very little renovation/maintenance work has been conducted. It is our understanding that some components may have become outdated and are not compliant with the current practice for education buildings. We understand that the district would like to do a comprehensive building assessment and cost analysis to help the District determine if it would be more economical to rehabilitate the building or to demolish it and rebuild on the same site. The project includes a comprehensive assessment of the SM building, the greenhouse facility, and the adjacent concrete plaza slab.
- › Chemical Storage Shed: A small Chemical storage shed exists just south of the SM building. It houses chemicals used for the whole campus. It is our understanding that the District would like us conduct a FCA level visual assessment and a Tier 1 seismic assessment to determine potential liabilities and long term maintenance needs.
- › Technology and Applied Science (TAS) Building: The TAS building is a two-story, 36,601 sq ft building originally constructed in 1991. The primary structural system consists of structural steel braced frame. It is our understanding that significant structural settlement issues were noted in the building and a number of geotechnical, as well as structural assessments, have been conducted in the past. Our partners American Geotechnical and Steinberg Hart have been involved in some of the past studies and designs. It is our understanding that the building is currently scheduled for demolition. The District would like us to conduct a comprehensive facility assessment to evaluate if it would be economical to rehabilitate the building and upgrade it to

current standards.

Our proposed comprehensive assessment plan includes but is not limited to:

- › Our team will inspect all identified facilities to produce an analysis that identifies all components and elements requiring maintenance, repair, and/or major capital investment.
- › Determine the present condition and estimated life expectancy of various building systems and components.
- › Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- › Establish anticipated renewal and replacement costs for the various systems and components.
- › Recommend corrections for all deficiencies and provide cost estimates for corrections.
- › Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- › Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- › Calculate a Facility Condition Index (FCI) for each facility.

We understand that a key factor to performing Facility Condition Assessments (FCA) is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Preemptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

With each identified replacement or repair, the assessment results include estimates of cost and a numerical ranking of importance based upon the district's priorities, as well as the estimated useful lives of building systems and components. Previously collected information in the Client's possession will also be included.

In summary, our project approach has been developed to address the specific requirements of SOCCCD. Our team has demonstrated experience in the assessment of various types of facilities similar to the District's buildings, and we understand the special implementation and sensitivities associated with the project.

Task 1: Project Initiation

During this phase we will meet with SOCCCD Team to develop a comprehensive strategy with detail work plans and schedules for the project. The following tasks are expected in this phase:

- › Meet with the District/stakeholders to develop a work plan/meeting schedule.
- › Develop and explain the evaluation methodology to stakeholders for buy-in.
- › Gather data and develop an understanding of building/surrounding site.
- › Develop a project directory for client and team use. The directory will provide details of each person's role and contact information. We will contact or interview the facilities personnel as part of our process to determine current use requirements and priority of properties based on District goals.

- › With Client, we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved prior to the visit. We will work with Client to establish a protocol that will ensure minimal disruption to the facility operations and will maintain a safe work environment.
- › During the project term, we will conduct bi-weekly Progress Meetings (10 anticipated) to maintain open communication with the entire project team. The meetings will be split as on-site sit down as well as telephone conference calls. In these meetings, we will lead with an agenda that includes a focus on work plan, schedule, and project needs. This allows the opportunity to proactively address challenges encountered so course adjustments may be made. Each meeting will conclude with task assignments, schedules, and target goals. We will provide Client with a written status report that tracks and monitors progress assessments against the schedule submitted. We have allocated in-person meetings for each site that includes a kick-off and a final findings presentation meeting. Any additional in-person meetings will be on a time and expense basis.

Task 2: Inspection Research and Assessment

During this phase we will do a thorough review of the existing buildings and analyze all components to identify deficiencies and develop repair options. The process will consist of the following phases:

Data Gathering Phase

During this phase, we will need the support of staff who can provide us access to drawings and records to understand the building history and its characteristics. The following is a typical list of exhibits requested:

- › Inspection Reports (sewer, boiler, chiller, etc.)
- › Building Systems Maintenance Records
- › Owner Elected Repair list (if available)
- › Zoning Reports (if available)
- › Original Building Plans
- › Capital Expenditure Schedules (prior or planned)
- › Fire Protection/Life Safety Plans
- › Rehabilitation budget & scope (draft or final)
- › Certificates of Occupancy/Facility License
- › Prior Assessments and Reports (if available)
- › Site Plan/Floor Plans
- › Accessibility Transition Plans/Self Evaluations
- › Utility Bills (as available)
- › Prior Utility Consumption Studies (if available)
- › Prior Energy Studies (if available)
- › Prior Hydrology Studies (if available)

In addition to drawings and records, we will supply a pre-survey questionnaire for each facility. Our expectation is that someone with knowledge of facility maintenance and operations will complete this survey and be prepared to discuss it with us while on-site.

Site Assessment Phase

The assessment team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy physical deficiencies.

- › As a part of the walk-through survey, the assessment team will survey each facility. In addition, we will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and other areas as applicable.
- › The assessment team will interview building maintenance staff about previous repairs/replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- › The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, and municipal authorities, as well as experience gained on similar properties previously evaluated. The assessment team may also question others knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- › The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The condition assessment will focus on the following facility systems and components:

Site + Infrastructure

- › Topography: Observe the general topography and note any unusual or problematic features or conditions observed or reported.
- › Ingress and Egress: Identify the major means of access and egress and their locations at the facility. Note any unusual or restraining conditions observed or reported.
- › Paving, Curbing, and Parking: Identify the material types of paving and curbing systems at the subject property.
- › Flatwork: Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- › Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- › Tunnel Systems (if required): Evaluate condition of closed loop underground utility tunnel systems including the integrity of the concrete box, mounts, piping, ventilation, lighting, electrical distribution, wiring trays, and insulation.

- › Utilities: Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas, etc.). We will assess condition, physical deficiencies, life cycle repair, and replacement issues.

Existing Building Survey

The need for the existing building survey is to quantify how much the building and its site elements might have been displaced by settlement or building movement. Using previous topographic surveys and as-built plans, if available, we will take measurements of known monuments and benchmarks and compare to current conditions. The amount of movement and settlement will provide a solid understanding on the amount and scope of work necessary to fix the deficiencies of the building and its surrounding site.

Limited Topographic Survey

We will prepare a limited topographic survey of the building. The survey will include research of public records at County of Orange Dept. of Public Works; an onsite field survey to locate structures, buildings and other man-made objects and important natural features; spot elevations: building floor elevations; contours at 1 foot intervals (typical); location and type of observable utilities. We will use 3D scanning techniques to capture color, photorealistic models of the site to be used for site assessment and changes for “as-built” conditions.

Structural

The structural assessment will consist of an evaluation of the building and improvements intended to make a reasonable assessment of the present condition and to identify potential liabilities.

- › Observe the exposed and readily accessible elements of the structure without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. The purpose is to review the structure for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. We will review typical floors, columns, beams and walls.
- › We will document typical noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration, and other similar adverse conditions.
- › The evaluation will include field testing, material testing and non-destructive testing of selective concrete members. The scope and extent of the testing will be coordinated to determine viable repair approaches and alternatives. The following field and laboratory tests will be considered in the development of the testing program:
 - › Delamination survey of supported floor surfaces to estimate bid quantities for concrete floor repair;
 - › Concrete cover measurement by pachometer or GPR (Ground Penetrating Radar) at selected locations;
 - › Concrete petrographic (microscopic) examination of concrete core samples to evaluate the general concrete quality and to identify cause of concrete deterioration;
 - › Compressive strength of concrete core samples;
 - › Conduct exploratory excavations 2 ft by 2 ft to visually observe condition of the underlying concrete floor slab and waterproofing membrane in

the plaza areas. The exploratory work and the temporary repair of the tested areas will be performed by a specialized repair contractor. We will coordinate their activities in the field. An independent laboratory will be engaged to conduct the materials testing as required. The following tests will be explored during the assessment:

Table 1 Proposed destructive testing for SM building

| Test Method | Unit | Walls | Slabs | Beams | Plaza | Total |
|----------------------------|----------|-------|-------|-------|-------|-------|
| Concrete covermeasurements | Location | 6 | 6 | 6 | | 18 |
| Compressive strength | Location | 2 | 2 | | | 4 |
| Petrographic exam | Location | 2 | 2 | 2 | | 6 |
| Exploratory openings | Location | | | | 4 | 4 |

* Locations will be finalized based on the initial field evaluation and discussion with the district.

Table 2 Proposed destructive testing for TAS building

| Test Method | Unit | Walls | Slabs | Beams | Plaza | Total |
|----------------------------|----------|-------|-------|-------|-------|-------|
| Concrete covermeasurements | Location | 6 | 6 | 6 | | 18 |
| Compressive strength | Location | 2 | 2 | | | 4 |
| Petrographic exam | Location | | 1 | | | 1 |
| Exploratory openings | Location | | | | 4 | 4 |

* Locations will be finalized based on the initial field evaluation and discussion with the district.

- › Develop a list of structurally deficient elements based on the field assessment.
- › Develop conceptual recommendations to mitigate the identified deficiency.

Seismic

Perform an initial visual assessment of the building using the ASCE-41 Tier 1 procedure to determine potential hazards. This includes:

- › Field review to observe/compare the building with existing drawings per ASCE 41-13 Section 4.2
- › Verify the vertical and lateral force resisting system and connections; verify the building type, and record general structural conditions of the building.
- › Perform ASCE 41-13 Tier 1 seismic evaluation based on the appropriate structural and non-structural checklists.
- › Based on the results of the ASCE 41-13 Tier 1 assessment, we will compile a list of the deficiencies identified including the accompanying calculations and provide recommendations to the district for further evaluation/retrofit needs and provide pros and cons for further evaluation as recommended by ASCE 41-13 and California Existing Building Code provisions of Chapter 3.

Geotechnical

Science and Math (SM) Building

We will perform these tasks to evaluate site conditions and provide remedial recommendations:

- › Review of available documents including original soil reports, grading plans, and foundation plans. In addition, we will review available reports pertaining to previous investigations done after the construction. It should be noted that American Geotechnical performed a geotechnical investigation of the site in 2002. The data obtained from this investigation will be reviewed and utilized in the overall assessment of the building.
- › A detailed visual review of the interior and exterior of the building. All existing

stress features will be mapped and representative photographs will be taken.

- › A manometer survey of the entire first level of the building. This survey will be very useful to determine the performance of the building to date. American Geotechnical performed such a survey in 2002. Comparison of this survey to the current data will help with our assessment.
- › In order to determine the site soil conditions, we propose the following field investigation. It should be noted that American Geotechnical performed a geotechnical investigation of the site in 2002. This investigation included drilling of three hand-auger borings and excavation of one test pit in the interior slab-on-grade portion of the building. The field investigation proposed herein for the current investigation is intended to supplement this available information:
 - › Coring of interior slab-on-grade in six (6) different locations. Three of these cores will be drilled in the north side of the building on the upper floor above the existing interior retaining wall. The remaining three cores will be drilled in the building's south side. All cores will be 8 inches in diameter.
 - › At the location of each concrete core, a hand auger boring will be drilled to a depth of up to 10 feet from the slab surface.
 - › Excavation of four (4) test pits. These test pits will be excavated in the exterior landscaped areas next to the perimeter wall of the building. These excavations are anticipated to be approximately 3 to 4 feet deep from the ground surface. At the bottom of the test pits, hand auger borings will be drilled up to 10 feet from ground surface.
 - › A field geologist/engineer will log all test borings and excavations and collect representative soil samples. Both bulk and relatively undisturbed drive samples will be obtained.
 - › Upon completion of soil sampling, all excavations will be backfilled. All slab coring holes will be filled in and patched with Rapid Set concrete mix.
- › Laboratory testing. Soil samples collected at the site will be re-examined in our laboratory to confirm their field classification and to select samples for laboratory testing. The soil samples will be tested for moisture content, dry density, strength, expansion, and compaction characteristics and others. Samples will also be tested for resistivity and chemical properties related to soil corrosion potential.
- › Engineering analysis and recommendations. The results of the field and laboratory investigations will be evaluated to develop conclusions and recommendations.

Technology and Applied Science (TAS) Building

American Geotechnical performed a number of geotechnical investigations of the TAS building in the past. These investigations included manometer survey of the interior first and second levels of the building, coring of the interior slab, excavation of test pits and borings, and soil sampling and testing. Since site soil conditions do not substantially vary with time, the available soil-related information is still applicable. As such, we believe that a subsurface investigation of the site is not necessary at this time. However, we propose the following scope of work to evaluate the current condition of the building and to provide our assessment and recommendations.

- › A detailed visual review of the interior and exterior of the building. All existing stress features will be mapped and representative photographs will be taken.
- › A manometer survey of the entire first and second levels of the building. This

survey will help to determine the overall performance of the building.

- › Engineering analysis and recommendations. All current and previous information will be analyzed to develop conclusions and recommendations.

Building Envelope

- › Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- › Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- › Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- › In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (destructive or ASTM protocol).
- › If signs of water damage or intrusion are noted during the review, additional investigation may be recommended to identify the sources of water or moisture infiltration.

Wall Evaluation

- › Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- › Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- › Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall – As Required

- › Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- › Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing Condition Assessment – Comprehensive

- › Observe general conditions of the roof system (membranes, flashings, counter flashings, attachment methods, skylights, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- › We will identify material of roof systems (roof type, reported age, slope, drainage), identifying any unusual roofing conditions or rooftop equipment.
- › We will observe for evidence of material repairs, significant ponding, or evidence of material roof leaks, and identify material rooftop equipment or

accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc.

- › The roof condition assessment will include:
 - › Identification of roof system type.
 - › Surface analysis of the roof system.
 - › Condition assessment of roof systems to determine REUL (Remaining Estimated Use Life) for assets.
 - › Photographic documentation of general roof conditions and gross deficiencies observed through surface analysis.
 - › Review of roof warranty documents and status (provided by Client).
 - › Recommendations for current and future roof maintenance budgets.
 - › Recommendations for current and future roof CAPEX expenditures.
 - Core cut analysis of the roof assembly with photographic documentation where applicable.
 - Recommend and perform optional Roof Infrared Scan if roof system allows and technician onsite deems necessary.
 - We want to make sure we have manufacturer and warranty information for the buildings where core cuts are desired to ensure we are not voiding any warranties.
- › Clarification: Walking on pitched roofs or roofs lacking built-in access are not part of this scope.

Plumbing

- › Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- › Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- › Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- › Identify the material heat generating systems at the subject property.
- › Observe the general conditions, identify the reported age of the equipment, note past material component replacements/upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- › Identify and observe any special or unusual heating systems or equipment present (such as gas-fired boilers, fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- › Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- › Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- › Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- › Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- › Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- › Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- › Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- › Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

Expanded Electrical Infrared Thermographic Survey

- › Provide infrared inspection service for equipment, wiring, and controls to identify potentially faulty overload protection devices or poor connections. Specific attention should be given to main electrical panels, transformers, disconnects, and HVAC equipment rated at 600 volts or less.
- › The report will document all equipment tested and include photos of infrared tests and areas of excess heating, damage, or missing equipment in question. The report will also show temperatures of areas of concern, possible causes, and suggestions for repair to the equipment in question.

Elevators + Vertical Transportation

- › Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- › Observe elevator cabs, finishes, call and communication equipment, etc.

- › Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- › Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/ escalator pits or shafts.

Life Safety + Fire Protection

- › Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- › We will prepare a fire/life safety report with list of existing non-compliant fire/ life safety issues to be addressed/corrected in the modernization permit. Where applicable, potential mitigation measures will be included.
- › Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

Interior Elements

- › Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, we will identify material building amenities or special features.
- › Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

Special Systems and Equipment

- › Include all special systems and equipment, such as Emergency Medical Systems (EMS), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Accessibility Compliance

- › Provide a general statement of the subject building's compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.
- › We will evaluate interior and exterior elements that could present external or internal barriers to accessibility by disabled persons.
- › We will specifically review the existing SOCCCD ADA Transition Plan for accessibility evaluation between the SM and TAS buildings and their respective adjacent parking lots and include findings and recommendations into the final SM building conditions assessment report.
- › We use an ADA Compliance checklist compliant with ASTM E2018-15. This review does not constitute a measured study and a more detailed ADA evaluation is available as an additional service.

- › If we find major barrier non-compliance in the plaza and pathway area, we may recommend to use a Pavement Profiler to document changes in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk or pedestrian environment.

Moisture Affected Materials (Mold)

- › We will perform a limited assessment of accessible areas for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. We will also interview project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- › We will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- › A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. We will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- › We have the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- › A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. We will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- › If asbestos testing is requested, we will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis

- › As part of the analysis of all evaluated systems mentioned above, we will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- › We can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

Code and Compliance of Facilities

- › We will evaluate each facility to determine which building codes apply (CBC, Title 24, ADA, etc), and whether or not the facilities comply with these codes.

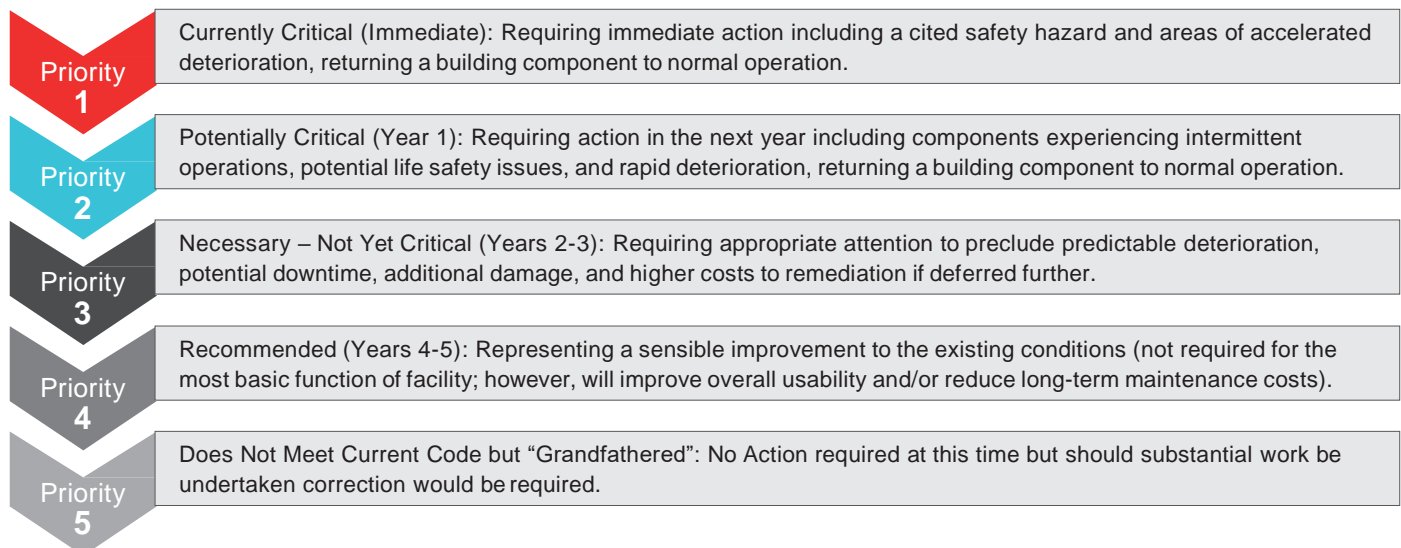
- › Provide code related upgrades that will be required by the Division of the State Architect (DSA) when the life/safety items are addressed.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; we will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

The analysis will include all cost observations be ranked by Priority Classes. The five classes below are typical but can be altered to meet your specifications and needs:



The deficiencies observed will be classified into categories such as those below using the Uniformat System (up to 8 levels).

- | | |
|---|------------------------------------|
| › Site | › Special electrical systems |
| › Architectural | › Fire suppression systems |
| › Exterior systems | › Special construction |
| › Exterior finishes | › Interior systems |
| › Life safety systems | › Interior finishes |
| › Hvac systems | › Vertical transportation |
| › Plumbing systems | › Telephone infrastructure/systems |
| › Electrical/service distribution systems | › Data infrastructure/server rooms |

Cost Estimating

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report narrative will discuss options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at Client's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with Client's staff.

The cost estimating database for the existing building system assessment is comprised of both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by our team, based on historical and localized actual costs. We maintain and update the cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means' models.

Feasibility Study and Report Deliverables

We will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include discussion of current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for the customization of reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

Feasibility Study

We will provide a feasibility study that compares the feasibility of a comprehensive modernization plan of the existing SM building that includes code upgrades, cosmetic and structural repairs, re-cladding of the building, seismic retrofit recommendations, reconfiguration of the existing building to classroom and computer labs and modernizing the current MEP and fire life safety systems in the building. The retrofit option will be compared against an option of full demolish and re-build of a brand new building with similar square footage and use as the current SM building with a LEED® Gold Equivalent.

Existing Infrastructure Report

We will review the existing building infrastructure with the Campus maintenance staff to get an understanding of the building's utility connections. Then, using the as-built plans, we will prepare an Existing Infrastructure Report to quantify every dry and wet utility servicing the building including year built, year last maintained, materials, locations, planned upgrades, etc. Utility systems to include:

- › Power
- › Telecommunication/Data
- › Sewer
- › Water (potable, recycled, chilled/hot)
- › Fiber Optics
- › Gas

Facility Condition Index

A Facility Condition Index will be calculated for the building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Capital Plan

Reports will reflect a 5-10-or 20 year capital plan based on our 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- › A 5-10-or 20 Year Capital Plan with an Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- › Components observed that are exhibiting deferred maintenance issues. Estimates will be provided for immediate and capital repair costs based on observed conditions, available maintenance history, and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. We shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- › Recommended schedule for replacement or repairs (schedule of priorities).
- › Digital photographs for the buildings including photos of deficiencies.
- › General description of the property and improvements and comment generally on observed conditions.
- › Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- › Facility Condition Index (FCI) number for the building.

Reports are submitted as drafts, and once finalized, a program summary report is provided to include a roll-up of all prioritized capital needs across all facilities.

We will provide draft reports electronically via an Adobe Acrobat PDF. We can deliver bound hard copy final reports (per the contract requirements) and CDs with complete reports on each. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Database Deliverable: AssetCALC™

We will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by our consultant EMG for clients. The use of this software is at your option and there are no licensing fees for this software for one (1) year.

AssetCALC™ is a web-based SQL database platform that enables users to:

- › Query, edit, and analyze their facility condition data
- › Plan immediate and short-term repairs
- › Budget capital expenditures throughout building life-cycle or entire portfolio

The system unites our experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

- › AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.
- › Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, IWMS, or work-order systems.

Features Include:

- › Facility Condition Assessment access:
 - › Component/system descriptions
 - › Locations
 - › Conditions and EUL/RUL
 - › Repair and replace recommendations
 - › Digital photos
- › Search and Sorting Functionality
- › Prioritization of maintenance projects
- › UniFormat II Cost Database
- › Project Budgets and Capital Plans
- › Unlimited concurrent user licensing
- › Secure IT platform and back-ups
- › Client is the owner of data collected and residing in the database
- › Online User Training and Documentation

Reporting

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- › Facility Condition Index (FCI) Calculation Reporting
- › Rank and Prioritize Capital Improvement Projects
- › Deferred Maintenance Backlog
- › Facility Queries (by building, priority, system, or dollar deficiency amount)
- › Capital Budget Planning
- › Year-by-Year Capital Needs Analysis
- › 5, 10, or 20-Year Replacement Reserve Reports
- › Custom 3rd party form automation available

Screen Shots

Actual screen shots of AssetCALC™ Database and a live demo are available upon request.

Integration with CMMS

In addition to our hardcopy reports, we will be delivering to SOCCCD a live asset management plan that can be maintained and kept up-to-date by staff. We can provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database. The data from the FCA can be exported to Excel or ODBC Database for data migration to most CMMS or work-order systems.

Saddleback Campus Schedule

| | | Start | End |
|---|---|-----------|-----------|
| Project Management | | 1-Jul-18 | 24-Jan-19 |
| Saddleback College – Science & Math (SM) Building: | | | |
| a | Task 1: Project Initiation | 14-Aug-18 | 28-Aug-18 |
| b | Task 2: Inspection, Research, and Assessment Process | 4-Sep-18 | 25-Sep-18 |
| | Task 2a: Seismic Assessment | 4-Sep-18 | 25-Sep-18 |
| c | Task 3: Feasibility Study and Final Recommendation Report | 25-Sep-18 | 2-Dec-18 |
| d | SM Building – Testing & Inspection Allowance including repairs | | |
| Saddleback College – Technology & Applied Science (TAS) Building: | | | |
| a | Task 1: Project Initiation | 1-Jul-18 | 14-Jul-18 |
| b | Task 2: Inspection, Research, and Assessment Process | 14-Jul-18 | 11-Aug-18 |
| | Task 2a: Seismic Assessment | 14-Jul-18 | 11-Aug-18 |
| c | Task 3: Feasibility Study and Final Recommendation Report | 11-Aug-18 | 29-Sep-18 |
| d | TAS Building – Testing & Inspection Allowance including repairs | | |



Irvine Valley College Project Work Plan

Assessment Project Understanding

We understand that South Orange County Community College District (“Client” or “SOCCCD”) would like us to conduct a comprehensive structural assessment and seismic analysis of the existing foundations and slab-on-grade for the following buildings on the IVCCampus.

- › A300 Building:
- › PE 100:
- › Performing Arts Center(PAC)
- › Student Services Center(SSC)

The project includes structural/geotechnical assessment of the slab on grade and foundation conditions and a seismic evaluation of the existing structures per Chapter 3 requirements of the California Existing Building Code (CEBC):

- › Inspect the areas of concern in each building to document the existing conditions and develop an understanding of the cause of distress conditions.
- › Develop a program for evaluation and testing of the soil in the areas of distress to evaluate the causes of the observed distress.
- › Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- › Recommend corrective actions to remediate the noted deficiencies and provide cost estimates for corrections.
- › Perform an initial seismic assessment of the building using the ASCE-41 Tier 1 procedure to determine potential hazards and provide recommendations for further investigation and retrofit based on the Chapter 3 of the California Existing Building Code under DSA jurisdiction.

We understand the issues related to the settlement of the buildings. Our team has been involved on the campus with conducting geotechnical assessments for new buildings as well as for investigation of settlement issues. We have put together a comprehensive program to assess the causes of the observed settlement and develop remedial solutions for SOCCCD. Our team has demonstrated experience in conducting structural and geotechnical assessments of similar facilities and understand the special implementation and sensitivities associated with the project.

Task 1: Project Initiation

During this phase we will meet with SOCCCD Team to develop a comprehensive strategy with detail work plans and schedules for the project. The following tasks are expected in this phase:

- › Meet with District/stakeholders to develop a work plan and meeting schedule.
- › Develop and explain the evaluation methodology to stakeholders for buy-in.
- › Gather data and develop an understanding of the building.
- › We will develop a project directory for client and team use. The directory will provide details of each person's role and their contact information. We will contact or interview the facilities staff as part of our process to determine current use requirements and priority of properties based on district's goals.
- › Working with Client, we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved by Client prior to the visit. We will establish a protocol that ensures minimal disruption to the operation of each facility and will maintain a safe work environment.
- › During the term of the project, we will conduct regular Progress Meetings to maintain open communication with the entire project team and Client. In these meetings, we will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will allow the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. We will provide Client with a written status report that tracks and monitors the progress of the assessments against the schedule submitted. We have allocated the following in-person meetings: Kick-Off Meeting and a final findings presentation meeting. Any additional in-person meetings will be on a time and expense basis.

Task 2: Inspection Research and Assessment

During the phase we will do a thorough review of the noted issues in each building and analyze all of the affected components to identify deficiencies and develop repair options. The process will consist of the following phases:

Data Gathering Phase

During this phase, we will need the support of staff who can provide us access to drawings and records to understand the history of the building and its characteristics. The following is a typical list of exhibits requested.

- › Original building plans (can be viewed on-site)
- › Original geotechnical report for the project
- › Construction records and site preparation (if available)

- › Piping and other underground utility plans
- › Prior assessments (geotechnical/structural)
- › Site plan/floor plans
- › Rehabilitation budget & scope (draft or final)

In addition to the drawings and records, we will meet with the facility personnel to review and gather data about their knowledge of each facility.

Site Assessment Phase

The assessment team will conduct a walk-through survey of the areas in the facility of concern in order to observe systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies.

- › The assessment team will interview the building maintenance staff about the building's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- › As a part of the walk-through survey, the assessment team will survey areas of concern in each facility.
- › The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- › The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

Structural Assessment of Observed Settlement/Cracking

Structural assessment will consist of an evaluation of the selected building components and improvements intended to make a reasonable assessment of the present condition and to identify potential liabilities.

- › Observe the exposed and readily accessible elements of the structure without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. The purpose is to review the structure for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. We will document typical noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration and other similar adverse conditions.
- › If water intrusion through the building envelope is observed noted to be causing the distress. We will conduct a limited review of the area and document typical noticeable distress such as cracks, leaks, spalls, scaling, joint deterioration and other similar adverse conditions.
- › The evaluation will include field testing, material testing and non-destructive testing of selective concrete members. The scope and extent of the testing will be coordinated to determine viable repair approaches and alternatives. The

following field and laboratory tests will be considered in the development of the testing program.

- › Delamination survey of supported floor surfaces to estimate bid quantities for concrete floor repair;
- › Concrete cover measurement by pachometer or GPR (Ground Penetrating Radar) at selected locations;
- › Compressive strength of concrete core samples;
- › Conduct exploratory excavations 2 ft by 2 ft to visually observe condition of the underlying concrete floor slab and soil conditions in areas of distress. The exploratory work and the temporary repair of the tested areas will be performed by a specialized repair contractor. We will coordinate their activities in the field. An independent laboratory will be engaged to conduct the materials testing as required. The following tests will be explored during the assessment:

| Test Method | Unit | A300 | PE100 | PAC | SSC | Total |
|-----------------------------|----------|------|-------|-----|-----|-------|
| Concrete cover measurements | Location | 4 | 4 | 4 | 4 | 16 |
| Compressive strength | Location | 2 | 2 | 2 | 2 | 8 |
| Exploratory openings | Location | | 2 | 2 | 2 | 6 |

- › Develop a list of structurally deficient elements based on the field assessment.
- › Develop conceptual recommendations to mitigate the identified deficiency.

Seismic

- › Perform an initial visual assessment of the building using the ASCE-41 Tier 1 procedure to determine potential hazards. This includes:
 - › Field review to observe/compare the building with existing drawings per ASCE 41-13 Section 4.2
 - › Verify the vertical and lateral force resisting system and connections; verify the building type, and record general structural conditions of the building.
 - › Perform ASCE 41-13 Tier 1 seismic evaluation based on the appropriate structural and non-structural checklists.

Based on the results of the ASCE 41-13 Tier 1 assessment, we will compile a list of the deficiencies identified including the accompanying calculations and provide recommendations to the district for further evaluation/retrofit needs and provide pros and cons for further evaluation as recommended by ASCE 41-13 and California Existing Building Code provisions of Chapter 3.

Geotechnical Assessment

We propose the following tasks to investigate the site conditions and provide remedial recommendations:

- › Review of available documents related to the original site development. These documents include soil reports, grading plans, and foundation plans.
- › A detailed visual review of the interior and exterior of all four buildings. All existing stress features will be mapped and representative photographs will be taken.
- › A manometer survey of the first level of the buildings (Option 1 Whole building).
 - › A300 Building
 - › PE 100
 - › Performing Art Center (PAC) Building
 - › Student Services Center (SSC)
- › Subsurface site investigation. Specific scope of this investigation is as follows:
 - › Coring of interior slab-on-grade in two to three locations per building. At each coring location, a hand-auger boring will be drilled to a depth of up to 10 feet from the slab surface. In addition, one to two test pits per building will also be excavated in the exterior. Test pits are anticipated to be approximately 3 to 4 feet deep. At the bottom of the test pits, hand auger borings will be drilled up to 10 feet from the ground surface. The exact test locations will be determined at the time of investigation depending on the access and suitability. Specific number of test locations is summarized in the table below.

| Test Method | Unit | A300 | PE100 | PAC | SSC | Total |
|----------------------|----------|------|-------|-----|-----|-------|
| Interior slab coring | Location | 2 | 2 | 2 | 3 | 9 |
| Test pits | Location | 1 | 1 | 1 | 2 | 5 |

- › A field geologist/engineer will log all test borings and excavations and collect representative soil samples. Both bulk and relatively undisturbed drive samples will be obtained.
- › Upon completion of soil sampling, all excavations will be backfilled. All slab coring holes will be filled in and patched with Rapid Set concrete mix.
- › Laboratory testing. Soil samples collected at the site will be re-examined in our laboratory to confirm their field classification and to select samples for laboratory testing. The soil samples will be tested for moisture content, dry density, strength, expansion, compaction characteristics and others. Samples will also be tested for resistivity and chemical properties related to soil corrosion potential.
- › Engineering analysis and recommendations. The results of the field and laboratory investigations will be analyzed to develop conclusions and recommendations.

Feasibility Study and Report Deliverables

We will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report will include digital photos of systems and components in the distressed areas highlighting the deficiencies identified, summary of the assessment and destructive and non-destructive testing, geotechnical analysis and a discussion of current and anticipated repairs and deficiencies, recommended repairs, and applicable options for repair or maintenance of building components.

Reports are submitted as drafts, and once finalized, a program summary report is provided to include a roll-up of all prioritized capital needs across all facilities.

We will provide draft reports electronically via an Adobe Acrobat PDF. We can deliver bound hard copy final reports (per the contract requirements) and CDs with complete reports on each. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

IVC Campus Schedule

| | | Start | End |
|----------------------------------|---|-----------|-----------|
| Project Management | | 1-Jul-18 | 24-Jan-19 |
| Irvine Valley College (Option 1) | | | |
| a | Task 1: Project Initiation | 1-Nov-18 | 18-Nov-18 |
| b | Task 2: Inspection, Research, and Assessment Process | 1-Nov-18 | 6-Dec-18 |
| | Task 2a: Seismic Assessment | 1-Nov-18 | 15-Nov-18 |
| c | Task 3: Feasibility Study and Final Recommendation Report | 29-Nov-18 | 24-Jan-19 |
| d | IVC – Testing & Inspection Allowance including repairs | | |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Saddleback College Stadium and Site Improvement Project, Construction Management Services, APSI Construction Management

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved the Saddleback College Stadium and Site Improvement design-build agreement with PCL Construction Services, Inc., for a total value of \$48,999,900.

There is a need to obtain construction management services for this project.

STATUS

On April 19, 2018 and April 26, 2018, SOCCCD ran a newspaper advertisement for Construction Management Services. Additional marketing efforts included posting the "Requests for Qualifications and Proposals" (RFQ&P) on the district's website and providing notice to firms that previously expressed interest in this work.

On May 10, 2018, fifteen proposals were received, members of district services and college staff evaluated the submittals and the top four firms were selected to interview on June 4, 2018. Based on the interview results and confirmation that the fee proposal was fair and reasonable, staff recommends award of the Construction Management Services agreement (EXHIBIT B) to APSI Construction Management, for the Saddleback College Stadium and Site Improvement project, in the amount of \$1,109,518.

Basic aid funds are available in the approved project budget of \$62,230,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the APSI Construction Management agreement (EXHIBIT B) for Construction Management Services for the Saddleback College Stadium and Site Improvement project, in the amount of \$1,109,518.

**Request for Qualifications and Proposals No. 2075
Construction Management Services
Saddleback College Stadium and Site Improvement Project**

South Orange County Community College District

June 25, 2018

| <u>COMPANY NAME</u> | <u>CITY</u> | <u>SUBMITTER'S NAME</u> |
|--|--------------------|--------------------------------|
| Abacus Project Management, Inc. | Newport Beach, CA | Russell Thompson |
| AECOM | Orange, CA | Keith Kajiya |
| *APSI Construction Management | Irvine, CA | Atul Apte |
| Bernards Bros., Inc., dba Bernards | San Fernando, CA | Rick Fochtman |
| Cal K-12 Construction, Inc. | Redlands, CA | Noel Garcia |
| CJK Construction Management, Inc. | Mission Viejo, CA | CJ Knowland |
| Cordoba Corporation (Teams 1 and 2) | Santa Ana, CA | George L. Pla |
| Griffin Structures, Inc. | Irvine, CA | Kelly Boyle |
| Linesight | San Francisco, CA | Steven Cooke |
| Lundgren Management Corporation | Valencia, CA | Shawn Fonder |
| McCarthy Building Companies, Inc. | Newport Beach, CA | Sarah Carr |
| Peripheral LLC, dba the barrie company | San Diego, CA | Elizabeth Barrie |
| Project Management Advisors, Inc. | Solana Beach, CA | Victoria Nakamura |
| The Seville Group, Inc. dba SGI – Construction Management | Pasadena, CA | Brandon Flores |

*Recommended Firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT SADDLEBACK COLLEGE STADIUM AND SITE IMPROVEMENT PROJECT

APSI Construction Management

This AGREEMENT is made and entered into this 25th day of June in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and APSI Construction Management 8885 Research Drive, Irvine, CA 92618, (949) 679-0202 hereinafter referred to as "CM";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to AGREE with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain construction management services for the *Saddleback College Stadium and Site Improvement Project*, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

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

Executive, and a management team of Alexander van Elden as Project Manager and Amit Jogade as Project Engineer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual.** If the designated construction manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT , then upon written notice the CM will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume and/or interview. All lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of CM to Other PROJECT Participants.** CM'S services hereunder shall be provided in conjunction with AGREEMENTS between the DISTRICT and: (a) the Architect; (b) the Contractor ; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its AGREEMENT(s) with the DISTRICT. Except as expressly set forth herein, neither this AGREEMENT, nor CM'S rendition of services hereunder shall be deemed CM'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Construction Documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT Representative as necessary to complete AGREEMENT requirements.
- 1.6. **Acceptance of Project Schedule.** The CM acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The CM shall accept the DISTRICT'S project schedule for the performance of the CM'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written AGREEMENT of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CM.

ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. **Scope of Services.** The construction management services include those described in this article, and in general, all those necessary to assure completeness of Contract Documents.
- 2.2. **Pre-Construction Phase. NOT USED**
- 2.3. **Construction Phase.**
 - a. **Administration and Coordination of the AGREEMENT and Construction.** CM will provide administrative, management, and related services necessary to administer the project and to coordinate the work of the Contractor during the Construction Phase of the project, including but not limited to: (a) schedule, coordinate and conduct weekly construction meetings; (b) record, maintain and distribute minutes of construction

meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, Architect and the Contractor relating to project construction; (f) coordinate activities of the Contractor, Inspector of Record (IOR) and Test/Inspection Service Providers, commissioning authority, and other DISTRICT consultants, as directed by the DISTRICT.

- b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM, and reports generated by the CM shall specifically indicate the original amount of the AGREEMENT, the extent of adjustment to the AGREEMENT by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the AGREEMENT as of the date of the CM'S report based upon potential changes known at the time of the CM'S preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.
- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms (including all tiers of releases) and reporting systems; (b) based upon CM'S observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM'S written certifications constitute a representation to the DISTRICT that, based on CM'S observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application

for progress payment and the quality of the work is in accordance with the AGREEMENT for the PROJECT; and (c) CM'S representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the AGREEMENT for the Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM'S acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM'S review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

- d. Construction Phase Master Construction Schedule. During the Preparation for Entering the Construction Phase CM will, in consultation with the DISTRICT, the Architect, and the Contractor, participate in the development of an overall comprehensive Master Construction Schedule for construction of the project showing the activities of the Contractor necessary for completion of project construction. CM shall monitor the Master Construction Schedule on a monthly basis, perform analysis to determine conformity with requirements of the AGREEMENT, including the cost and resource loading, pursuant to the project General Conditions and Division One, so that the DISTRICT is kept fully informed at all times of the status and progress of overall project construction and status of the Contractor's construction progress. Where the actual rate of project construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
- e. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT'S Consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this AGREEMENT is the coordination of the activities of the Contractor in a manner so that project construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
- f. Progress Reports. CM will maintain records of the progress of project construction, including written progress reports and photographs reflecting the status of project construction and percentage completion. A semi-monthly narrative with four (4) pictures minimum will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. CM shall review all changes will be documented on an "As-Built" set of documents, electronically and/or hard copy, which will record all Contractor Request for

Information (RFI), architectural supplement information (ASI), substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during project construction showing weather conditions, the Contractor and their Sub Contractor s by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the project, completion of the project or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.

- g. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the project. Upon determining that Substantial Completion/Final Completion of the project has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.
- h. Punch list. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project.
- i. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move.
 - a. Facilitate the coordination of FF&E selection, procurement, and installation with District, Architect, FF&E CM, and User Groups.
 - b. Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

2.4. **Site Observations.**

- a. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the DISTRICT , or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor . CM shall maintain at the Site the AGREEMENT, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the project.
- b. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods,

techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the AGREEMENT. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective AGREEMENT. The CM shall not have control over or charge of acts or omissions of the Contractor, Sub Contractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

- c. Construction Quality. The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above-mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the AGREEMENT.
- d. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM'S responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

2.5. Site Safety.

- a. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the AGREEMENT and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
- b. Safety Violations; Safety Conditions. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECT Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

2.6. **Changes and Claims.**

- a. **Coordination & Evaluation of Changes.** The CM shall assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowance. Assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of AGREEMENT price or AGREEMENT time. CM shall make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. The CM evaluation should include recommendations for entitlement.

CM shall coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the DISTRICT, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the AGREEMENT. CM shall coordinate and evaluate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of project construction. Upon written consent and approval of the DISTRICT, the CM shall provide a third party independent cost estimate review as part of the evaluation process of Contractor change order that is in excess of \$50,000, or more. The CM shall provide the fees proposal to the DISTRICT for review and approval. The cost of such service will be assessed against the allowance defined herein.

- b. **Processing of Changes and Change Orders.** If a change to the AGREEMENT is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the AGREEMENT. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the AGREEMENT. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM'S direction or authorization to effectuate a change to the AGREEMENT without the prior consent and approval of the DISTRICT.
- c. **Claims Handling.** CM will assist the Architect in the review, evaluation, and processing of claims asserted by Contractor. CM shall make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims. CM analysis shall include potential impacts on project costs and schedule, recommendation for negotiation strategies to mitigate claims.

2.7. **Post-Construction Phase.**

- a. **Review and Transmittal of Contractor Closeout Documents.** The CM shall begin to consider closeout requirements upon execution of the AGREEMENT. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its AGREEMENT upon completion of its obligations under

the AGREEMENT. The CM shall review the Contractor's closeout documents and items to determine conformity with requirements of the AGREEMENT. CM shall schedule, coordinate, and facilitate any training sessions for the DISTRICT personnel. If the CM determines that the Contractor's closeout documents and items are not in conformity with requirements of the AGREEMENT, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the AGREEMENT. The CM shall deliver to the DISTRICT all the Contractor's closeout documents and items, except for the Contractor's as-built drawings, which the CM shall transmit to the Architect.

- b. CM Project Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Project, the CM shall assemble and deliver to the DISTRICT all of the project records maintained during the Construction Phase by the CM relating to the project. Notwithstanding any provision of this AGREEMENT to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the project or this AGREEMENT, are the sole and exclusive property of the DISTRICT.
 - c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its AGREEMENT to provide work, labor, materials or services after completion of project construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the AGREEMENT. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations including coordination of warranty items, and scheduling of the 11-month warranty walkthrough meeting at the project site.
 - d. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of project construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of project construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the project for the purposes intended.
- 2.8. **Materials.** CM shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

- 2.9. **Written Modifications Only.** The duties, responsibilities and limitations of authority of the CM shall not be restricted, modified or extended without written AGREEMENT between the DISTRICT and CM other than through the Construction Management Services AGREEMENT Documents, which may be entered into at a later time.
- 2.10. **No Damages for No Construction Services AGREEMENT.** DISTRICT shall not be responsible to CM for any claims or damages resulting from DISTRICT'S failure to enter into the Construction Management Services AGREEMENT Documents with CM for any reason.
- 2.11. **Access.** CM shall have access to the primary project site at all times. Access to the project site shall be coordinated with DISTRICT'S representative(s).
- 2.12. **Record Retention.** CM'S services shall include records retention of any AGREEMENTS or documents between CM and Contractors and subcontractors related to CM'S services provided hereunder. CM shall submit documents to the DISTRICT for its records and use.
- 2.13. **CM agrees to bind.** Every sub consultant by terms of the AGREEMENT as far as such terms are applicable to sub CM'S work. If CM sub contracted any part of the work, CM shall be as fully responsible to DISTRICT for acts and omissions of any sub consultant and of persons either directly or indirectly employed by any sub consultant, as it is for acts and omissions of persons directly employed by CM. Nothing contained in AGREEMENT shall create any contractual relation between any sub consultant and DISTRICT, nor shall the AGREEMENT be construed to be for the benefit of any sub consultants.
- 2.14. **DISTRICT Consent to Sub Consultant.** DISTRICT'S consent to any sub consultant shall not in any way relieve CM of any obligations under the AGREEMENT and no such consent shall be deemed to waive any provision of any Contract Documents

ARTICLE 3 ADDITIONAL CM SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CM shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment – A: CM Compensation Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM'S control within 30 days of occurrence. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Material PROJECT Scope Changes. Services required or necessary as a result of significant changes in the project scope or other requirements of the project, including project size, quality, or complexity or material changes.
 - b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
 - c. Damage or Destruction to Project. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the project prior to completion by an act of God, fire or other casualty.
- 3.3. **Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT'S need for Additional Services, the CM shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original AGREEMENT at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CM.
- 4.2. **Term.** The construction time frame is anticipated for 14 months. Services under this AGREEMENT shall be diligently performed by the CM for the anticipated construction timeframe, plus 2 months additional in the event of construction delay, and except for the post construction phase work to obtain The Division of the State Architect (DSA) certification.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions. The term may be extended due to construction delay other than those delays caused by CM'S actions only in the event that the construction exceeds the anticipated completion by greater than 2 or more months.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CM of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

- a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
- b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT'S proportionate percentage of fault; and
- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.

- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
 - e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned, and hired vehicles;
 - 2. Blanket contractual;
 - 3. Broad form property damage;
 - 4. Products/completed operations; and
 - 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of 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 CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a

certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured

- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
 - f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
 - g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- 5.3. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT 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 projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

- 6.1. **AGREEMENT Price for Services.** The AGREEMENT Price for the CM'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- a. Construction Phase (14 months): \$ 881,048
 - b. Post-Construction Phase (2 months): \$ 125,864

| | | |
|----|---|---------------------|
| c. | Comprehensive Schedule Review (16 months) | \$ 46,665 |
| d. | Job Site Overhead/General Conditions Costs: | \$ 47,941 |
| e. | District Controlled Contingency: | \$ 8,000 |
| f. | TOTAL | \$ 1,109,518 |

- 6.2. **Price Inclusions.** The AGREEMENT Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CM or subcontractor to the CM, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense. The items and services identified in Attachment – B are services included in the CM’S compensation for Services as set forth in Article II.
- 6.3. **CM Monthly Billing Statements.** CM shall submit monthly billing invoices to the DISTRICT for payment of the AGREEMENT Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT . Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM. Services are to be invoiced in 16 equal monthly amounts of \$62,932 for Construction Phase and Post-Construction Phase (Close-out) plus Jobsite Overhead Costs.
- 6.4. **DISTRICT Payment of AGREEMENT Price.** Within thirty (30) days of the date of the DISTRICT’S receipt of CM’S billing invoices, DISTRICT will make payment to CM of undisputed amounts of the AGREEMENT Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CM has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CM services shall be made monthly.

- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CM'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CM'S services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A (attached with Sample AGREEMENT) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CM and CM'S employees in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the CM and CM'S employees in the interest of the PROJECT.
 - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CM's normal travel expense (including to and from the PROJECT) and meals are excluded.
 - c. Expense of reproductions (except those needed for the use of the CM and his or her consultants or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
 - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
 - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CM's Services will be reimbursed.
 - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the CM, and the CM'S employees in the interest of the PROJECT.
 - g. For additional services of CM, compensation shall be computed at a multiple of 1.10 times the amounts billed to the CM for such services.
- 6.11. **Non-Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CM shall remain liable to the DISTRICT in accordance with applicable

law for all damages to the DISTRICT caused by CM'S failure to perform any of the services furnished under this AGREEMENT.

ARTICLE 7 CM'S WORK PRODUCT

- 7.1. **DISTRICT Ownership of Documents.** The documents prepared by the CM for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CM grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CM and Contractor during all phases of the project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CM shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via DVD or memory stick in PDF format upon completion of each of the construction, and post-construction phases. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** CM understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CM shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CM consents to use of CM'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CM only for services satisfactorily rendered to the date of termination. Thirty (30) days written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or

property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than seven days written notice to the CM. This AGREEMENT may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CM of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than fifteen days (15) prior to the suspension date. If the project is suspended by the DISTRICT for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the project for more than ninety (90) consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.6. **Non-Payment.** The DISTRICT'S failure to make payments to the CM in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CM.
 - a. In the event the DISTRICT fails to make timely payment, the CM may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CM within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CM shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **CM Compensation.** The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The DISTRICT shall pay the CM only the fee associated with the services provided, since the last billing and up to the notice of termination.

- 8.8. **Liability for DISTRICT Damages.** In the event of termination due to the fault of CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the DISTRICT due to CM'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **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.
- 9.3. **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 10 DISTRICT 'S RESPONSIBILITIES

- 10.1. **DISTRICT Provided Information.** The DISTRICT shall provide to the CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. CM shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, CM shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CM in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:

Mary Opel, Director ATEP Development
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CM if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.
- 10.5. **DISTRICT Consultants.** Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, commissioning agent, and hazardous material assessment & abatement consultants. The

foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining any other DISTRICT consultants, as needed.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action**. CM agrees that CM 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. CM 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 CM, CM'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CM 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 CM, 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, CM shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance**. Review, approval or acceptance of CM'S work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM'S work.
- 11.5. **Cumulative Rights; Non-Waiver**. Duties and obligations imposed by this AGREEMENT, 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 CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **AGREEMENT**. An AGREEMENT for Construction services awarded by the DISTRICT to a Contractor /CM for the construction of a portion of the PROJECT.
 - b. **Contractor**. A Contractor to the DISTRICT under an AGREEMENT awarded by the DISTRICT for construction of the PROJECT.
 - c. **Design Documents**. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the

PROJECT by a licensed Architect or registered Engineer, whether under AGREEMENT to the Architect or DISTRICT.

- d. **Design-Build Entity.** The Design-Build Entity is PCL Construction Services, Inc. References to the Contractor or Architect are included as part of the Design-Build Entity) and its managers retained to prepare or provide any portion of the Design Documents.
 - e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
 - g. **Construction AGREEMENT Documents.** The AGREEMENT Documents issued by or on behalf of the DISTRICT under an AGREEMENT for construction of the PROJECT. Construction AGREEMENT Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction AGREEMENT Documents are referenced to all of the AGREEMENT Documents issued for the AGREEMENT awarded for PROJECT construction.
 - h. **Substantial Completion.** Substantial Completion is when the Work of an AGREEMENT has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
 - i. **Final Completion.** Final Completion is when all of the Work of an AGREEMENT has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the AGREEMENT.
- 11.7. **Employment with Public Agency.** CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.8. **Full Force of Remaining AGREEMENT.** 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.
- 11.9. **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.

- 11.10. **Independent Contractor.** CM, in the performance of this AGREEMENT, shall be and act as an independent Contractor. CM 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. CM 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. CM 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 CM'S employees.
- 11.11. **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 CM and DISTRICT hereunder.
- 11.12. **Non-Assignment.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CM pursuant to this AGREEMENT shall not be assigned by the CM. 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 CM. The sale or transfer of a majority membership interest in CM Firm or the admission of new member to the CM Firm which causes there to be a change in majority ownership and/or control of CM Firm shall be deemed an 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.
- 11.13. **Permits/Licenses.** CM and all CM'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.
- 11.14. **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.

- 11.15. **Communications** between the parties shall be sent to the following addresses:

DISTRICT

Mary Opel
Director ATEP Development
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mopel@socccd.edu

CONSTRUCTION MANAGER

Pravinder Bedi
Southern California Area Manager
APSI Construction Management

8885 Research Drive
Irvine, CA 92618
pravinder.bedi@apsi.com.com

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

- 11.16. **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 here from, but all remaining provisions will remain and continue in full force and effect
- 11.17. **Entire AGREEMENT/Amendment.** This AGREEMENT and any Attachments attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CM.
- 11.18. **Binding AGREEMENT.** The DISTRICT and CM, 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

“CONSTRUCTION MANAGER”

Kim McCord
Acting Vice Chancellor, Business Services

Atul Apte
Chief Executive Officer

(Date)

atul.apte@apsicm.com
Email

(Date)

(Taxpayer number)

Attachment A.

Attachment B.

Attachment - A

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this AGREEMENT and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CM.

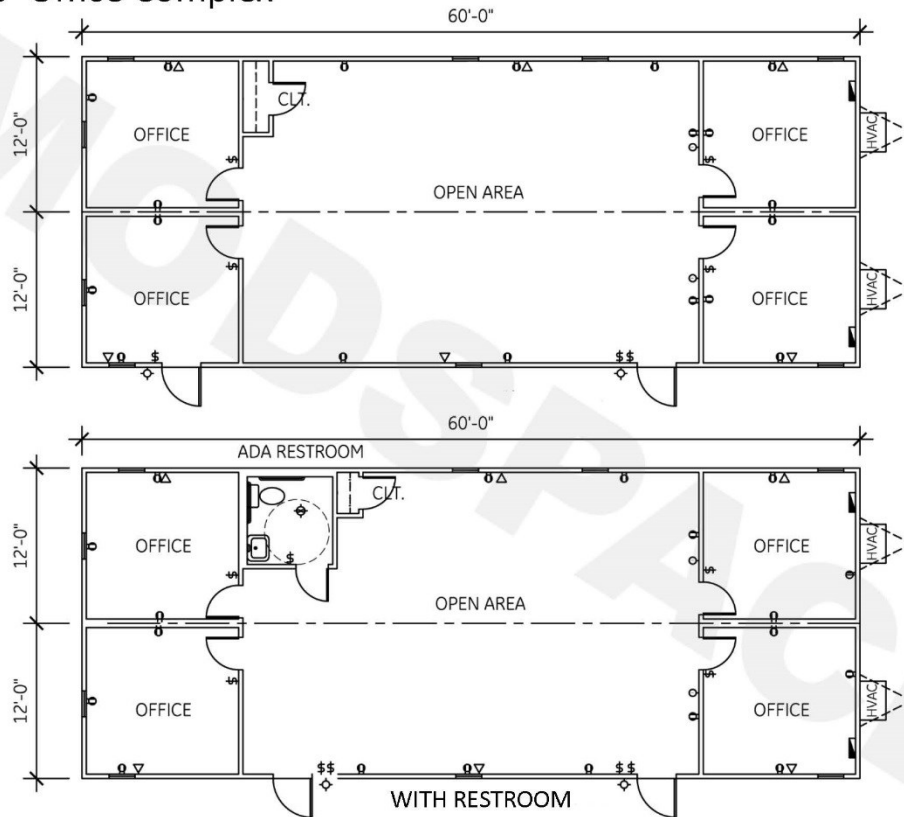
| <u>CM Services</u> | <u>Fee per Hour</u> |
|------------------------------|---------------------|
| Project Executive/Director | \$175 |
| Project/Construction Manager | \$160 |
| Project Engineer | \$130 |
| Senior Estimator | \$165 |
| Senior Scheduler | \$165 |
| Principal in Charge | \$195 |
| Field Engineer (Optional) | \$110 |

Attachment - B

General Conditions Items for CM'S Jobsite Offices

- Jobsite Trailer for CM and DSA Inspectors of Record – provided by Construction Manager for 16 month duration. (see sketch on next page for trailer size)
- Task chairs - provided by Construction Manager; IOR will provide for their own use
- Desks – provided by Construction Manager; IOR will provide for their own use
- Conference table – provided by Construction Manager
- Chairs for conference table – provide by Construction Manager
- Internet Connection – provide by Construction Manager
- Computers and necessary software – provided by Construction Manager
- Printer/Fax/Scanner/Copier – provided by the Construction Manager
- Phone line/Phone – provided by the Construction Manager
- Bottled Water Service – provided by the Construction Manager
- Hard Hats/ PPE – each provides own
- First Aid Kit – provide by the Construction Manager
- All necessary office supplies – provided by the Construction Manager
- Trash service/trailer cleaning – provided by the Construction Manager

24' x 60' Office Complex



PROPRIETARY RIGHTS: This drawing is the property of ModSpace and must not be used, loaned, reproduced or disclosed in whole or in part to third parties without the company's written permission. Dimensions are subject to manufacturing and setup tolerances.

© 2015 ModSpace

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Amendment No. 1 to Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)

ACTION: Approval

BACKGROUND

On November 11, 2015, the Board of Trustees approved the purchase of 1.323 acres of land located at the entrance to Saddleback College at Medical Center Drive and Marguerite Parkway for \$250,000 (EXHIBIT B) and authorized the finalization and execution by staff of the accompanying sales contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (the "Church") and SOCCCD.

Prior to executing the sales contract an error was discovered with the real property's parcel map which needs to be corrected in order for the sales transaction to be completed.

STATUS

In order for both parties to consummate the purchase of the property from the Church, the Church needs to legally update the California Subdivision Map Act (the "Parcel Map") and have it recorded in the official records prior to the closing date of the sale, so that the Church may legally convey the real property to SOCCCD.

Amendment No. 1 to the Sales Contract between the Church and SOCCCD (EXHIBIT A) amends the sales contract dated November 18, 2015 confirming that the closing date shall occur no later than 15 business days after the recordation of the parcel map in the official records.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the Amendment No. 1 to the Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD and authorize its execution by the Interim Chancellor or Vice Chancellor, Business Services.

**Amendment No. 1 to
Sale Contract**

| | |
|---|--|
| Property Number: 514-9754 Property Address: 27976 Marguerite Parkway Property City / State: Mission Viejo, California | Property Tax Parcel No. 740-012-24 |
| SELLER CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER- DAY SAINTS, A UTAH CORPORATION SOLE | PURCHASER South Orange County Community College District (SOCCCD) |

The Sale Contract dated November 18, 2015, as amended, is hereby amended as follows:

1. Section 5 of the Sale Contract is hereby amended and restated in its entirety as follows:

“**5. SUBDIVISION.** As a condition to Purchaser’s and Seller’s obligation to close Escrow (which condition cannot be waived by either party), Seller, at Seller’s sole cost and expense, shall cause to be prepared and recorded a parcel map acceptable to Purchaser in its reasonable discretion, necessary to cause the Real Property to be a legally subdivided parcel pursuant to the California Subdivision Map Act (the “Parcel Map”). Seller shall cause the Parcel Map to be recorded in the Official Records (as defined in Section 11 below) prior to the Closing Date, so that Seller may legally convey the Real Property to Purchaser. The Closing shall occur no later than 15 business days after the recordation of the Parcel Map in the Official Records.”

2. The terms and conditions of this Amendment shall supersede any conflicting terms and conditions in the Sale Contract, as amended. Any non-conflicting terms and conditions of the Sale Contract remain unchanged and in full force.

SELLER:

By: _____
Its: Authorized Agent

_____ Date

PURCHASER:

Purchaser’s Signature Date

Ann-Marie Gabel
Name (Print) Interim Chancellor, SOCCCD

Sale Contract

Contract Date: _____

Property Number: 5149754 **WO:** 2493 **Property Tax Parcel No** 740-012-24

Property Address: 27976 Marguerite Parkway

City: Mission Viejo **County/District:** Orange **State/Province:** California

SELLER:

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

Attention: Augustus Sanchez
Real Estate Services Division

Address: 50 East North Temple Street,
12th Floor
Salt Lake City, Utah 84150

Phone: (801) 240-2991

Cell Phone:

Fax:

E-Mail: a.sanchez@ldschurch.org

Fed ID#: 87-0234341

PURCHASER:

South Orange County Community College
District (SOCCCD), a political subdivision of the
State of California

Address: 28000 Marguerite Parkway
Health Sciences Building, District
Services

Office Number 320
Mission Viejo, CA 92692-3635
Attn: Dr. Debra Fitzsimons, Vice
Chancellor of Business Services

Phone: (949) 582-4664

Cell:

Fax: (949) 347-2472

E-Mail: dfitzsimons@socccd.edu

Fed ID#:

1. BASIC TERMS AND DEFINITIONS

(a) **Property:** The real property commonly known as: Vacant Land, 27976 Marguerite Parkway, City of Mission Viejo, County of Orange, State of California, and is composed of approximately 1.323 acres of land.

Legal Description: Approximately 1.323 acres of property, as depicted on the Lot Line Adjustment (LLA 10-03) attached hereto as Exhibit "B".

APN: portions of 740-012-24 and 740-012-25

Final legal description to be determined by recorded lot line adjustment or subdivision map and policy of title.

The Property does not include any shares in any canal, ditch, or irrigation company, and does not include any rights to wells or water.

The Property is sold as set forth in the Deed attached hereto and incorporated herein as Exhibit "D".

(b) **Purchase Price:** The Fixed Purchase Price is: Two Hundred Fifty Thousand Dollars and 00 Cents (\$250,000.00).

(c) **Earnest Money:** Ten Thousand Dollars and 00 Cents (\$10,000.00).

(d) **Settlement Costs:** See Closing Costs Attachment attached hereto as Exhibit "C".

(e) **Escrow Agent:** Fidelity National Title
Contact: Kay Munger
900 Wilshire Dr., Suite 107
Troy MI 48084
Telephone No. (248) 824-8276
[E-mail: kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(f) **Title Company/Abstractor:** Fidelity National Title
Contact: Kay Munger
900 Wilshire Dr., Suite 107
Troy MI 48084
Telephone No. (248) 824-8276
[E-mail: kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(g) **Feasibility Period Expiration Date:** The Feasibility Period Expiration Date is: Forty Five (45) calendar days after the Effective Date.

Feasibility Period Extension: None.

(h) **Closing Date:** The Closing Date is: Thirty (30) calendar days after the Feasibility Period Expiration Date.

(i) **Seller's Transaction Contact:** Newmark Grubb Knight Frank
Contact: Judd Tidwell
376 East 400 South, Ste 120
Salt Lake City, UT 84111
Telephone No. (801) 746-4724
E-mail: jt看well@ngkf.com

Seller's Local Broker: NAI Capital, Inc.
Contact: David Knowlton
1920 Main Street, Ste 100
Irvine, CA 92614
Telephone No. (949) 468-2307
[E-mail: dknowlton@naicapital.com](mailto:dknowlton@naicapital.com)

(j) **Purchaser's Broker:** None

(k) **Effective Date:** Date Seller acknowledges receipt of a fully-executed contract.

(l) **Offer Expiration Date:** _____

(m) **RELATIONSHIP DISCLOSURE: THE PURCHASER(S) HEREBY ACKNOWLEDGES THAT HE/SHE, AS THE PRINCIPAL TO THIS TRANSACTION:**

- (1) ☒ **HAS NO PERSONAL, BUSINESS OR OTHER RELATIONSHIP TO THE SELLER OR AFFILIATED CORPORATIONS OR GROUPS OTHER THAN THE SALE OF THIS PROPERTY OR**
- (2) **DOES HAVE A RELATIONSHIP TO SELLER AND IS: (MARK AS APPLICABLE):**
- ☐ **A CURRENTLY SERVING ECCLESIASTICAL LEADER OF A UNIT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS ("CHURCH") WHERE THE REAL PROPERTY IS LOCATED;**
- ☐ **AN EMPLOYEE OF THE SELLER OR ANY CHURCH ENTITY;**
- ☐ **A RELATIVE OF AN EMPLOYEE OF SELLER OR OF ANY OTHER CHURCH ENTITY; OR**
- ☐ **A HIRED AGENT OF THE SELLER OR ANY CHURCH ENTITY.**

Purchaser's Initials _____

(n) **Purchaser's Intended Use:** Purchaser presently intends to use the Property for Open space/landscape

buffer.

- (o) **Purchase Option Reservation:** None
- (p) **Special Provisions:** This Contract includes the following terms and provisions, which shall supersede any conflicting terms and provisions in this Contract, and which shall survive the Closing and recording of the Deed unless otherwise stated: None
- (q) **Additional Contingencies:** Seller's obligations under this Contract are subject to the following contingencies: None

2. PROPERTY. The Seller agrees to sell the property described in the Basic Terms and Definitions and all improvements and structures affixed to and appurtenant to the land (the "Real Property"), and (a) the personal property located on the Real Property and listed on Exhibit "A" (the "Personal Property"), (b) all of the Seller's right, title and interest in easements, rights-of-way, tenements, and hereditaments appurtenant to the Real Property, and (c) any and all rights, title and interest of Seller in the right of access to the Real Property (collectively, the "Property").

3. EARNEST MONEY. Within ten (10) calendar days after the Effective Date, Purchaser shall deposit the earnest money deposit in the form of a wire transfer or a certified check as earnest money, to secure and apply to the purchase of the Property described above, with: ☒ the Escrow Agent / ☐ Seller's Broker. The earnest money deposit and any interest earned thereon (collectively, the "Earnest Money") shall be applied toward the Purchase Price. Except as provided in Section 13(b) and 15, the Earnest Money shall automatically become non-refundable upon the Feasibility Period Expiration Date.

4. PURCHASER'S FEASIBILITY STUDY.

(a) **Title and Survey.** As promptly as possible, Seller will provide to Purchaser: (1) cause the Title Company to provide a current title commitment or report, together with copies of all exceptions to title referred to therein (collectively, "Title Report"); (2) plans, surveys, or specifications for the Property, if any in Seller's possession; (3) information in Seller's possession, if any, relating to soil, hazardous materials, and sub-surface conditions with respect to the Property; and (iv) copies of all leases and contracts in Seller's possession, if any, affecting the Property. Purchaser, at its sole cost and expense, will review the Title Report and all other documents delivered to Purchaser. Purchaser, at its sole cost and expense, may obtain a survey of the Real Property (the "Survey"). If applicable, Purchaser shall provide Seller with a copy of the Survey within five (5) days after receipt by Purchaser. Before the later of: (a) the Feasibility Period Expiration Date, or (b) five (5) days after Purchaser's receipt of the Title Report (the "Title Objection Date"), Purchaser shall provide Seller with notice of any objections to matters appearing in the Title Report or any objections to matters appearing on the Survey. Notwithstanding the above, Purchaser may not object to the following, which shall be deemed approved by Purchaser: (i) the standard pre-printed exceptions in the Title Report; (ii) public and utility easements, provided they are located along the perimeter of the Property; (iii) roads and highways, if any; (iv) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (v) public rights-of-way, provided they do not dissect the Property; (vi) drainage ditches, feeders, laterals, drain tile, pipes or other conduits; and (vii) all acts or omissions of Purchaser (collectively, the "Preapproved Exceptions."). Any title and survey matters not objected to by Purchaser before the Title Objection Date shall be deemed approved and acceptable to Purchaser and Purchaser waives all objections thereto. Seller shall, within thirty (30) days following receipt of Purchaser's notice setting forth the title and survey objections, provide a notice to Purchaser indicating that such title and survey objections shall be cured and that Purchaser's objections shall be satisfied on or prior to the Closing Date; provided, however, that Seller shall not be obligated (nor shall Seller be required to commence litigation or to incur any expenditure of money), to cause any such objections to be removed as title exceptions or cause the Title Company to insure over such title exceptions or otherwise remedy such objections. If Seller causes such objections to be removed within such thirty (30) day period, such title and survey objections shall be deemed cured and Purchaser's objections shall be deemed satisfied. If Seller is unable or unwilling to remove such objections within such thirty (30) day period, then Purchaser within ten (10) days after a notice from Seller or expiration of such thirty (30) day period shall have the right, at its sole option, to terminate this Contract. If Purchaser fails to terminate this Contract within such ten (10) day period, Purchaser shall be deemed to have accepted title in its present condition and shall have waived its rights to terminate this Contract. All title exceptions approved or

deemed approved by Purchaser, along with the Preapproved Exceptions shall be referred to herein as the "Permitted Exceptions." The Closing Date shall be automatically extended to accommodate the time frames set forth above.

(b) Investigations and Contingencies. Commencing as of the Effective Date and continuing until the Feasibility Period Expiration Date, Purchaser and its agents shall: (i) use good faith and diligent efforts to obtain and secure financing to purchase the Property, to the extent applicable; (ii) obtain any governmental approvals, variances, and permits as Purchaser deems necessary; (iii) perform any internal studies or procedures regarding the financial or use feasibility of the Property; and (iv) have the right to enter upon the Real Property to perform such surveys, inspections, investigations, studies, and tests, including without limitation, any soil, engineering, geological, Phase I Environmental Assessments, and other tests and inspections, as Purchaser shall deem appropriate ("Feasibility Study"). If Purchaser desires to perform any invasive inspections, such as soil or water samples or monitoring, Purchaser shall obtain Seller's prior consent. Purchaser shall be responsible for the disturbance of any hazardous materials and samples, if such disturbance is a result of Purchaser's activities on the Property, and shall sign all waste manifests. Purchaser shall give Seller reasonable prior notice of any entry upon the Real Property. Any activity upon the Real Property shall occur during normal business hours (8:00 a.m. to 5:00 p.m.). Purchaser shall not perform any activity on the Real Property on Sundays. Purchaser shall not interfere with or disturb the present use of the Property. Purchaser shall promptly repair any alteration or damage to the Property occurring from the entry and activities performed on the Property and restore the Property to the same condition as existed before such entry and activities on the Property. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's investigation of the Property and Purchaser obtaining any governmental approval, variance or permit, except that such obligation of Seller shall not require Seller to incur any cost or expense. Any zoning or land use designation, or formation of a special improvement district or similar entity, shall be subject to Seller's prior approval. Any such designation, request, or application must be effective after Closing or, if that is not possible, Purchaser shall become automatically irrevocably committed to purchase the Property upon the change of the zoning or land use designation of the Property, or formation of a special improvement district or similar entity (in which event Seller shall have the right of specific performance in the event of a default by Purchaser hereunder). Seller hereby grants Purchaser and its agents, servants, employees and consultants a license to enter upon the Property to perform the foregoing. In the event Purchaser terminates this Contract, Purchaser shall promptly provide Seller with copies of any and all documents comprising Purchaser's Feasibility Study without representation or warranty, provided that Purchaser shall not be obligated to provide any proprietary and confidential documents or documents protected by the doctrine of attorney-work product or by the attorney-client privilege.

(c) Termination Right. Purchaser may terminate this Contract at any time until the Feasibility Period Expiration Date for the failure of any investigation or contingency set forth in Section 4(b) above by providing written notice to Seller explaining the reasons for the termination ("Termination Notice"). If Purchaser fails to provide Seller with the Termination Notice on or before the Feasibility Period Expiration Date, the condition of the Property shall be deemed acceptable and Purchaser shall be deemed to have waived any right to terminate this Contract, except as otherwise set forth herein. If Purchaser requests the right to perform invasive environmental testing, such as collecting soil samples or installing monitoring wells, or if any hazardous materials or environmental contaminants are indicated to exist on the Property, Seller reserves the right to terminate this Contract. The foregoing is subject to the terms of Sections 13 and 15.

(d) Assumption of Risk. Purchaser's or its agents' entry upon the Property shall be solely at Purchaser's risk. Purchaser does hereby release, and shall indemnify and hold Seller harmless from any and all responsibility, liability or loss, except to the extent caused by Seller or Seller's agents', employees', contractors' or consultants' negligence or willful misconduct, to the extent arising out of or resulting from entry and activities upon or in connection with the Property by Purchaser or its agents, contractors, subcontractors or consultants, including, but not limited to, any injuries, claims, mechanics' and suppliers' liens and costs, including reasonable attorney's fees incurred to pursue or defend the same. Upon request by Seller, Purchaser shall provide Seller with evidence of a policy of commercial general liability insurance with limits reasonably acceptable to Seller, and provide a certificate of insurance on Acord 25S (11/95 ed.) in a form acceptable to Seller, with an additional insured endorsement on form CG 20 10 Form B. Seller shall be endorsed as an additional insured on Purchaser's liability insurance policy. Purchaser shall pay all costs incurred in connection with Purchaser's testing and investigation of the Property, and Purchaser shall hold Seller free and harmless from any such costs or liability. Purchaser shall

not suffer any liens to be filed against the Real Property arising out of any request or act of Purchaser, its agents, servants, employees or contractors.

5. SUBDIVISION. As a condition to Purchaser's obligation to close Escrow, Seller, at Seller's sole cost and expense, shall cause to be prepared and recorded a subdivision map or lot line adjustment acceptable to Purchaser in its reasonable discretion, necessary to cause the Real Property to be a legally subdivided parcel pursuant to the California Subdivision Map Act. Seller shall cause the subdivision map or lot line adjustment to be recorded in the Official Records (as defined in Section 11 below) on or before the Closing Date (including concurrently with the Deed), so that Seller may legally convey the Real Property to Purchaser.

6. NO REPRESENTATIONS/AS-IS/RELEASE. Purchaser acknowledges and agrees that, except as specifically provided in this Contract, Seller and any person acting on behalf of Seller has not made, and Seller hereby specifically disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Property in any manner whatsoever. Purchaser hereby expressly acknowledges and agrees that Purchaser has the right pursuant to Section 4 hereof to inspect and examine the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its own inspection, examination, and evaluation of the Property and the improvements thereon and that Purchaser is purchasing the Property and the improvements thereon on an "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" basis, and Purchaser waives any implied warranty of habitability, merchantability, or fitness for a particular purpose.

If Seller is required by law to make any disclosures (the "Disclosures") relating to the condition of the Property despite the terms of the Contract, such Disclosures shall be subject to the releases set forth in the Contract and the following acknowledgment and agreement by Purchaser. Purchaser acknowledges and agrees that: (a) nothing contained in the Disclosures shall release Purchaser from its obligation to fully inspect, investigate and study the condition of the Property, including without limitation whether the Property is located in any natural hazard areas or whether there are any environmental contaminants or hazardous materials located on the Property; (b) Purchaser has the expertise to perform such investigations; and (c) Purchaser shall release Seller as provided in the Contract. Purchaser further acknowledges and agrees that any Disclosures made by Seller regarding the Property are made only pursuant to the actual knowledge of the representative of Seller making the Disclosures without investigation that the matters set forth in the Disclosures may change prior to the Closing and that Seller shall be obligated to update, modify or supplement the Disclosures. Any Disclosures made by Seller shall not merge with the Deed and shall survive Closing for six (6) months. Purchaser may terminate this Contract on or before the later of: (a) the Feasibility Period Expiration Date, (b) three (3) days after Purchaser's receipt of the Disclosures, or (c) as otherwise set forth herein.

Purchaser will be provided a copy of the Natural Hazard Disclosure Statement from Seller in accordance with the terms of the Disclosure Addendum to the Offer to Sell or the Seller's Addendum to Real Estate Purchase Contract. Purchaser acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1103, and any successor statutes or laws (the "Act").

Purchaser, on behalf of itself and all of the Releasing Parties, hereby acknowledges that the Released Claims may include Claims of which Purchaser is presently unaware, or which Purchaser does not presently suspect to exist, or which may not yet have accrued or become manifest, and which, if known by Purchaser on the Effective Date or the Closing Date would materially affect Purchaser's release and discharge of Seller and the other Seller Parties, and Purchaser, on behalf of itself and all of the Releasing Parties, hereby waives application of the California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH CREDITOR DOES NOT KNOW OR SUSPECT EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Purchaser acknowledges and agrees that Purchaser has thoroughly inspected, or had the opportunity to thoroughly inspect, the Property. Purchaser, for itself and on behalf of each of its agents, employees, officers, directors,

consultants, and contractors and the legal successors and assigns of any of them (collectively, "Releasing Parties" and individually as a "Releasing Party"), hereby releases, waives, and forever discharges Seller Parties (defined below) from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected (collectively, "Claims"), which any Releasing Party has, owns or holds, or at any time had, owned or held, or at any time in the future may have, own or hold against any or all of the Seller Parties, that are or may relate to, arise out of or be connected with or caused by the ownership, improvement, development, use, occupancy or sale of the Property, whether before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other Claim attributable to: (a) the use of the Property or any part thereof; (b) the nature and condition of the Property, including, without limitation, (i) the water, air, climate, soil (including, without limitation, a surface or subsurface geologic or groundwater condition, subsidence, slope failure, and settling, expansiveness and swell potential or the effects thereof, the presence of clay or rock, and radon gas or gamma rays emanating from the Real Property), and (ii) the manner, construction, condition, and state of repair or lack of repair of any improvements, including, without limitation, the presence of moisture, mold, fungi, and/or dry rot; (c) the presence on the Property of any insects, animals, threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any environmental contamination, above ground or underground storage tanks, asbestos containing material, mold, dry rot, and lead paint; or (d) the suitability of the Property for the construction of any building and/or any activity or use that Purchaser may elect to conduct thereon, including, without limitation, access, compliance with any laws, rules, ordinances, codes, or regulations of any government or other body, including any environmental, land use, zoning, or building codes (collectively, the "Released Claims").

For purposes of this Contract, the "Seller Parties" shall mean and include: (i) Seller; (ii) any entity controlling, controlled by or under common control with Seller (collectively, "Seller's Affiliates"); (iii) the employees, officers, directors, shareholders, agents, servants, and representatives of Seller or any of Seller's Affiliates; and (iv) the successors and assigns of any of the persons or entities described in clauses (i), (ii), and (iii) above.

Notwithstanding anything in this Section 6 to the contrary, Purchaser does not release or indemnify Seller from: (1) any Claims arising out of bodily injury of unrelated third parties occurring on the Real Property prior to Closing, unless such Claims arise in whole or in part from Purchaser's investigation of the Property or the acts or omissions of Purchaser or Purchaser's Parties; (2) any Claims arising out of contractual obligations to third parties undertaken by Seller prior to Closing; (3) the fraud, gross negligence or intentional misconduct of Seller; or (4) a breach of Seller's representations, warranties or covenants specifically set forth herein.

PURCHASER ACKNOWLEDGES AND AGREES THAT ALL OF THE TERMS AND CONDITIONS OF THE ENTIRE SECTION 6 ARE MATERIAL CONDITIONS TO THE TRANSACTION AND ARE REFLECTED IN THE PURCHASE PRICE. THE TERMS AND PROVISIONS OF THIS SECTION 6, INCLUDING THE RELEASE BY PURCHASER, SHALL SURVIVE THE CLOSING FOR SIX (6) MONTHS AND THE RECORDING OF THE DEED AND SHALL NOT MERGE INTO THE DEED. BY SIGNING BELOW, PURCHASER AND SELLER ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS SECTION 6.

Seller represents and the Purchaser acknowledges that the Property may be owned by an entity affiliated with a church or religious organization.

7. RISK OF LOSS. Except as otherwise specifically set forth herein, risk of loss, damage or destruction of the Property and improvements resulting from any insured casualty under a standard "Special Perils Form" insurance policy for the improvements located on the Property or from any waste caused by Seller or Seller's employees, agents or servants, and all Property expenses and insurance, shall be borne by Seller until the Closing Date. Purchaser takes responsibility for, and the Property is subject to any deterioration of the physical condition of the Property and improvements resulting from ordinary wear and tear from and after the Feasibility Period Expiration Date and any loss or damage to the Property caused by Purchaser. In the event of any damage or destruction of a portion of the Property, Seller may either elect to repair the damage or terminate this Contract, and will promptly notify Purchaser of the type and extent of such damage and Seller's election whether to repair the damage or terminate the Contract. Notwithstanding Seller's election to terminate the Contract, Purchaser shall have the right to purchase the Property in its damaged and "AS-IS" condition without reduction in the Purchase Price by providing written notice to Seller within ten (10) days after receipt of Seller's notice. If Seller elects to repair the damage and

if the repair of the damage will reasonably take longer than ninety (90) days to repair, Purchaser shall have the right to terminate this Contract by providing written notice to Seller within ten (10) days after receipt of Seller's notice. Failure by Purchaser to respond to Seller's notice shall be deemed a waiver of Purchaser's rights set forth herein. The Closing Date shall be automatically extended to effectuate the repair of the damage and the time frames set forth herein. In the event of any condemnation of a material portion of the Property (as mutually agreed upon by the parties), Purchaser shall have the right to terminate this Contract within ten (10) days after notice of the condemnation by providing written notice to Seller. If Purchaser fails to timely terminate this Contract, this Contract shall remain in full force and effect without reduction in the Purchase Price and Seller shall assign to Purchaser the condemnation award or the sale proceeds.

8. SELLER'S OBLIGATIONS. On or before the Closing Date, Seller shall:

- (a) discharge all mechanics and materialmen liens, deeds of trust, mortgages, judgments, and other financial encumbrances affecting the Property except for the lien of property taxes and assessments not yet due and payable;
- (b) deliver the Property free of any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.
- (c) provide a fully-executed and duly acknowledged deed conveying the Property to Purchaser that as of the date of Closing the title of the Property is free from encumbrances made by Seller or by anyone claiming by, through or under Seller and none other, subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, (iii) the Permitted Exceptions (the "Deed"), in the form of Exhibit "D", attached hereto and incorporated herein by this reference, and (iv) a deed restriction recorded against the Real Property at Closing prohibiting the construction and placement of any permanent structure on the Real Property, except for those structures commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking (excluding parking garages), until such time Seller sells all of the adjacent parcel, which Seller owns, to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.
- (d) execute and deliver any other documents as may be reasonably required by Purchaser to effectuate the transfer of the Property as provided herein, provided that Seller will not be required to: (i) deliver any documents that are inconsistent with this Contract or in which Seller makes any additional representations, warranties or indemnifications other than expressly set forth herein, or (ii) incur any additional costs other than expressly agreed to herein (The Grantor specifically reserves, excepts and retains Mineral Rights below a depth of 500 feet and without right of surface entry (which language shall be set forth in the Deed). For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.); and
- (e) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent and pay Seller's share of any closing costs as set forth in Section 10 below (collectively, "Seller's Obligations").

9. PURCHASER'S OBLIGATIONS. On or before the Closing Date, Purchaser (a) shall deposit with the Escrow Agent the Purchase Price and Purchaser's share of the closing costs as set forth in a mutually acceptable Closing Settlement Statement consistent with this Contract, less the Earnest Money, (b) execute and deliver any other documents as may be reasonably required to effectuate the transfer of the Property as provided herein, and (c) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent (collectively, "Purchaser's Obligations").

10. CLOSING COSTS AND PRORATIONS. Each party will pay its own costs in connection with the negotiation of this Contract, the performance of its obligations under this Contract and the Closing of the

transaction, except as provided below. Seller and Purchaser shall pay the costs set forth in Section 1(d) of this Contract in the percentages set forth in the Closing Costs Attachment. Seller shall pay the premium for standard coverage in connection with Purchaser's title policy (if any), and Purchaser shall pay the cost of any extended coverage and/or endorsements that Purchaser desires in connection with a title policy. All transfer, proceeds, or other taxes imposed upon this transaction by any state or local entity shall be paid by Seller. All other closing costs will be allocated between the parties pursuant to the custom in the geographic region where the Property is located. Each Party will pay the cost of its own attorneys, brokers, agents, consultants, and engineers associated with this Contract and the transaction described herein. At Closing, current real property taxes and assessments, utility service, and all other expenses of the Property shall be prorated as of the Closing Date. Prorations shall be based on the most recent figures available and shall be final.

11. CLOSING. Upon the satisfaction of Seller's Obligations and Purchaser's Obligations, confirmation from Escrow Agent that Escrow Agent is irrevocably obligated to provide to Purchaser the Title Policy subject only to the Permitted Exceptions, and receipt from Seller and Purchaser of a written authorization to close the transaction, Escrow Agent shall close this transaction by recording the Deed in the Official Records of the Orange County Recorder's Office ("Official Records") and any other applicable closing documents to Purchaser and upon confirmation of the recordation of the Deed in the Official Records releasing the Purchase Price and delivering any applicable closing documents to Seller (the "Closing"). Except for the terms of Section 6 that survive closing and payment of the Purchase Price, all the terms and conditions of this Contract shall merge with the Deed at Closing.

12. BROKERAGE COMMISSIONS. Purchaser has not been represented by a broker or agent, and Seller has been represented by Seller's Broker. Except for the foregoing the parties agree that no other brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from their respective brokers or agents and any other brokers, agents, finders or others claiming through or under the indemnifying party.

13. DEFAULT.

(a) Purchaser's Default. Should Purchaser fail to perform this Contract within ten (10) days after written notice from Seller, Seller may, as its sole and exclusive remedy, (i) waive the effect of such default and proceed to consummate the Contract, or (ii) terminate this Contract whereupon the Earnest Money shall be released to Seller as liquidated damages, as set forth below:

IF PURCHASER FAILS TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS CONTRACT AT OR PRIOR TO THE CLOSING FOR ANY REASON EXCEPT FAILURE BY SELLER TO PERFORM HEREUNDER, OR IF PRIOR TO CLOSING BUT AFTER THE FEASIBILITY PERIOD ANY ONE OR MORE OF PURCHASER'S REPRESENTATIONS OR WARRANTIES ARE BREACHED IN ANY MATERIAL RESPECT, SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY (EXCEPT AS PROVIDED IN SECTIONS 4(d), 12, AND 14 HEREOF), TO TERMINATE THIS CONTRACT AND RECOVER OR RETAIN, AS APPLICABLE, THE EARNEST MONEY AS LIQUIDATED DAMAGES AND NOT AS PENALTY, IN FULL SATISFACTION OF CLAIMS AGAINST PURCHASER HEREUNDER. SELLER AND PURCHASER AGREE THAT SELLER'S DAMAGES RESULTING FROM PURCHASER'S DEFAULT ARE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE AND THE EARNEST MONEY IS A FAIR ESTIMATE OF THOSE DAMAGES WHICH HAS BEEN AGREED TO IN AN EFFORT TO CAUSE THE AMOUNT OF SUCH DAMAGES TO BE CERTAIN. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

(b) SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

(b) Seller's Default. Should Seller fail to perform according to this Contract within ten (10) days after written

notice from Purchaser, Purchaser may, as its sole and exclusive remedy, either: (i) seek an action for specific performance (which action must be commenced within sixty (60) days after the scheduled Closing Date); or (ii) terminate this Contract whereupon the Purchase Price and/or Earnest Money shall be released to Purchaser pursuant to Section 15 below.

If this Contract is terminated due to a Seller's default, Seller shall pay any and all escrow cancellation charges. If this Contract is terminated due to a Purchaser's default or at Purchaser's election (except in the event of a Seller's default), Purchaser shall pay any and all escrow cancellation charges. If this Contract is terminated due to any other reason, the parties shall each pay one-half of the escrow cancellation charges.

14. ATTORNEY FEES. If either party employs an attorney to enforce or defend its rights under this Contract, the prevailing party shall be entitled to its reasonable expenses, including, but not limited to, reasonable attorney's fees incurred whether occasioned by litigation or otherwise.

15. TERMINATION. Except as otherwise provided in this Contract (such as under the terms of Section 13), in the event this Contract is terminated by Seller or Purchaser in accordance with the terms and conditions set forth herein, any portion of the Purchase Price (including the Earnest Money) paid by Purchaser less One Hundred Dollars (\$100.00) shall be immediately released to Purchaser and One Hundred Dollars (\$100.00) shall be released to Seller as independent consideration for this Contract, and neither party shall have any liability to the other, except for the party's obligations that survive the termination of this Contract

16. NOTICES. ALL NOTICES SHALL BE IN WRITING AND SENT TO SELLER AND PURCHASER AT THE ADDRESSES PROVIDED HEREIN AND GIVEN BY PERSONAL DELIVERY, OVERNIGHT COURIER SERVICE, FACSIMILE, OR REGULAR MAIL. NOTICES SHALL BE DEEMED DELIVERED THE DATE ACTUALLY DELIVERED OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN REGULAR MAIL.

17. POSSESSION. Purchaser shall neither possess the Property nor make any improvements to the Property before Closing. Seller shall deliver possession of the Property to Purchaser immediately after Closing free and clear of any third party possessory rights, unless otherwise set forth herein.

18. SUCCESSORS AND ASSIGNS. This Contract may not be assigned or transferred by Purchaser. Seller reserves the right to sell and transfer the Property to Suburban Land Reserve, Property Reserve, Inc., Property Reserve Arizona, LLC, or any entity controlling, controlled by or under common control with such entities or Seller, provided that such transferee shall assume Seller's obligations under this Contract and be subject to Purchaser's rights to purchase the Property in accordance with the terms and conditions of this Contract. Subject to the limitations on assignment in this Section, all the terms and provisions of this Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and permitted assigns. Notwithstanding anything herein to the contrary, Seller shall have the right to accept back-up offers for the purchase of the Property, which offers shall be subject to Purchaser's rights set forth in this Contract.

19. AUTHORITY OF SIGNERS. If Purchaser is a corporation, partnership, trust, estate, or other entity, the person(s) signing this Contract on Purchaser's behalf warrants that he/she has authority to so sign and to bind the Purchaser by his/her signature, that corporate, partnership, trust or other necessary approvals have been obtained, and that this Contract is binding upon Purchaser.

20. TIME IS OF THE ESSENCE. Time is of the essence of each and every term and condition of this Contract to be performed by Purchaser. Purchaser's failure to perform any obligation or provide notice to Seller by the time and date required by this Contract shall be binding on Purchaser pursuant to the terms of the Contract, and Purchaser's failure to purchase the Property on the Closing Date shall be a material breach and shall discharge the Seller from its obligations under this Contract. If any deadline falls on a Saturday, Sunday or official holiday of the nation, state or province where the Property is located, the deadline shall be the next business day.

21. FINANCIAL ABILITY/BANKRUPTCY/DEATH/DISSOLUTION. Purchaser represents that it has the financial resources available to Purchaser to purchase the Property for the Purchase Price. Purchaser acknowledges that Purchaser's financial ability to purchase the Property is a material inducement and condition precedent to Seller's obligations under this Contract. The parties agree that if Purchaser cannot provide evidence of the financial resources to purchase the Property by the Feasibility Period Expiration Date (if requested by Seller), if a voluntary or involuntary petition for bankruptcy protection is filed by or against Purchaser, or if Purchaser becomes

insolvent, dissolved or deceased, Seller may immediately terminate this Contract upon written notice to Purchaser.

22. LIKE-KIND EXCHANGE. None

23. MISCELLANEOUS. The terms of this Contract constitute the entire contract and agreement between the parties, and any modifications of this Contract must be in writing in an addendum to this Contract, and signed by both parties. The waiver of any right herein must be in writing, and any such waiver shall not be deemed to be a waiver of any subsequent right or any other right granted herein. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any facsimile or copies of original signatures (including electronic medium, such as pdf, tif or other files) shall be considered and treated as if they were original signatures. No term or provision of this Contract is intended to, nor shall it, benefit any party (including any broker) not a party hereto. Neither this Contract, a notice memorandum or short-form of this Contract shall be recorded against the Property. This Contract was negotiated between sophisticated parties, neither of which acted under any duress or compulsion, whether, legal, economic or otherwise, and each of which was represented, or voluntarily elected not to be represented, by legal counsel. As such, the terms of this Contract shall be interpreted in their usual and customary meanings. The parties waive the application of any rule of law that would require the interpretation of this Contract against either party. This Contract shall be interpreted in a reasonable manner to effectuate the intent of the parties.

24. EFFECTIVENESS. THE SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER, AND THE EXECUTION OF THIS CONTRACT BY SELLER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL EXECUTED BY PURCHASER AND SELLER, AND DELIVERED TO PURCHASER.

25. SELLER'S REPRESENTATIONS AND WARRANTIES.

(a) **No Violations of Law.** To Seller's current actual knowledge, and without a duty to investigate, Seller has received no written notice that the Property is presently in violation of any building codes, zoning or land use laws or other laws, orders, ordinances, rules or regulations.

(b) **Hazardous Substances.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not placed or discharged (nor permitted the placement or discharge of) any Hazardous Substances (as defined below) on or under the Property, nor has Seller received any written notification from any third party as to the existence of any Hazardous Substances on, under or adjacent to the Property. "Hazardous Substances" shall mean substances defined as (i) "hazardous substances" in (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) together with the regulations enacted pursuant to such act, and (B) Section 25316 of the California Health and Safety Code together with the regulations enacted pursuant to such statute, and (ii) "hazardous wastes" in (X) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.) together with the regulations enacted pursuant to such act, and (Y) Section 25117 of the California Health and Safety Code together with the regulations enacted pursuant to such statute.

(c) **Leases, Licenses, Agreements.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not entered into any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.

(d) **USA Patriot Act.** Seller is not, and will not be, a person or entity with whom Purchaser is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 162 Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nations and Blocked Persons List.

(e) **Seller's Actual Knowledge.** The term "to Seller's current actual knowledge" shall mean the

actual present and conscious awareness or knowledge of Augustus Sanchez, without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Augustus Sanchez or any other officer or employee of Seller on account of any breach of any representation or warranty made by Seller herein.

[Signatures on following page.]

THIS IS A LEGALLY BINDING CONTRACT. THE PARTIES ARE ENCOURAGED TO CAREFULLY READ THE CONTRACT AND CONSULT LEGAL COUNSEL REGARDING ITS TERMS AND CONDITIONS.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____
Its: Authorized Agent _____ Date: _____

PURCHASER:

SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, a public agency

| | | | |
|-----------------------------|----------------|-----------------------------|----------------|
| _____ Seller's Signature | _____ Date: | _____ Seller's Signature | _____ Date: |
| _____ Name (Print) | | _____ Name (Print) | |
| _____ Seller's Signature | _____ Date: | _____ Seller's Signature | _____ Date: |
| _____ Name (Print) | | _____ Name (Print) | |

RECEIPT

I acknowledge receipt of the final copy of the foregoing agreement including any addendum or counter offer bearing all signatures.

SELLER:

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

Real Estate Project Manager _____ Effective Date*

*Effective Date, as indicated in Paragraph 1 (k) of the Contract, is the date Seller acknowledges receipt of a fully-executed contract, as is evidenced by signature within this box.

Exhibit "A"
to Sale Contract
(List of Personal Property)

This sale shall specifically include the following personal property:

- None

This sale specifically does not include the following personal property, which shall be excluded from the Property purchased, and which shall be removed from the Real Property before the Closing Date:

- None

Exhibit "B"
to Sale Contract
(Lot Line Adjustment LLA 10-03)

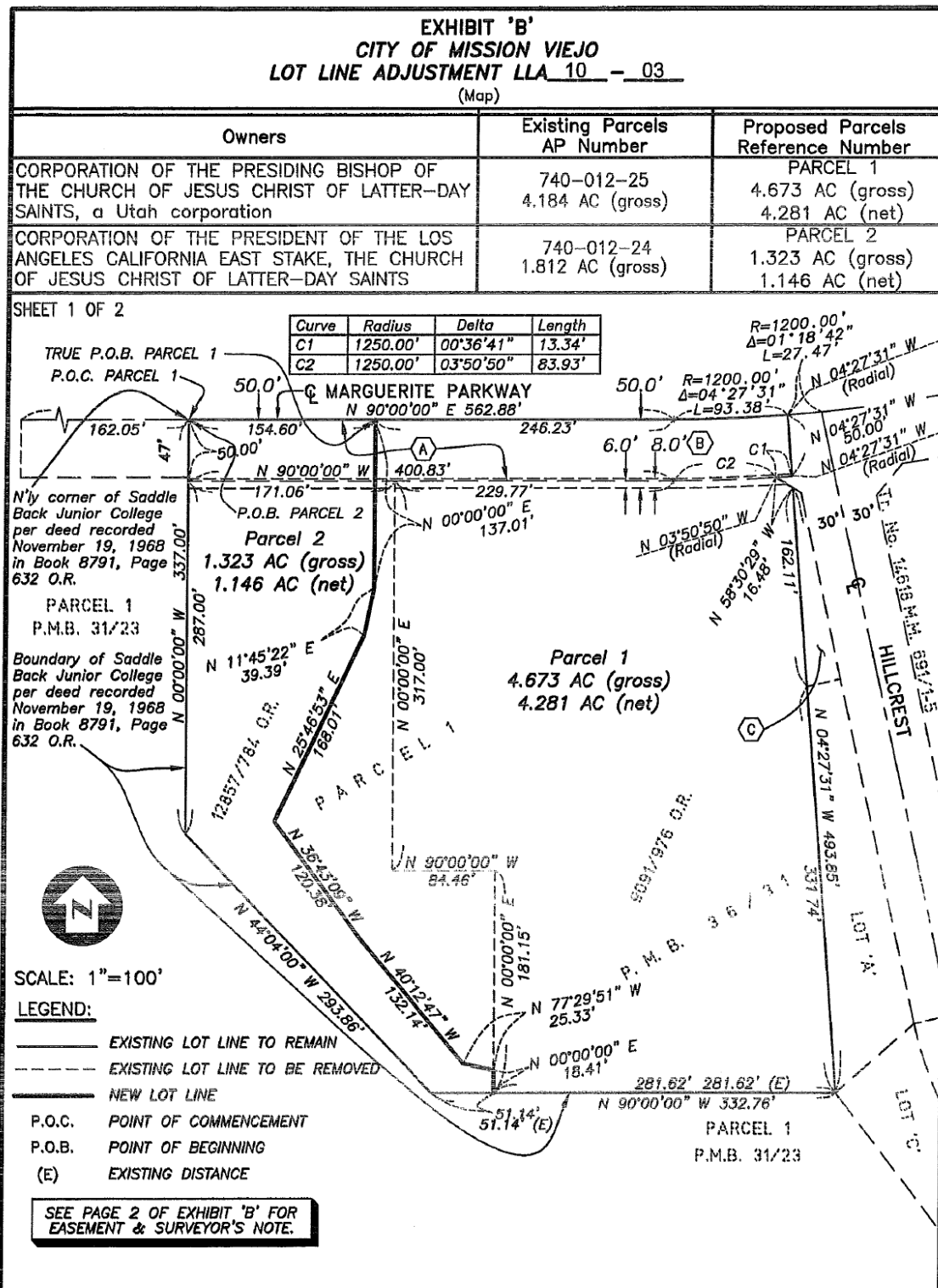


Exhibit "C"
to Sale Contract

CLOSING COSTS ATTACHMENT

| | Purchaser's Share of | Seller's Share of |
|---|----------------------|-------------------|
| | Costs | Costs |
| Appraisal | 100% | 0% |
| Deed Preparation, Recordation, and City and County Transfer Taxes | 0% | 100% |
| Environmental Site Assessment ("Phase 1") | 100% | 0% |
| Standard Coverage Title Insurance | 0% | 100% |
| Extended Coverage Title Insurance | 100% | 0% |
| Real Estate Brokerage Commission | 0% | 100% |
| Soils Report | 100% | 0% |
| Standard Closing Costs/Fees | 50% | 50% |

Exhibit "D"
to Sale Contract

(Grant Deed)

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

GRANT DEED

The undersigned declares that the DOCUMENTARY
TRANSFER TAX is \$None; Grantee is a political
subdivision of the State of California and the transfer is
exempt pursuant to CA R&T Code Section 11922.

Signature of Declarant

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, Grantor, of 50 E. North Temple, 12th Floor, Salt Lake City, Utah 84150, grants to South Orange County Community College District, a political subdivision of the State of California, Grantee, of 28000 Marguerite Parkway, Health Sciences Building, District Services, Office Number 320, Mission Viejo, California 92692-3635, the real property located in Orange County, California, described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the Property might disclose, current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

TOGETHER WITH all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Grantor in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto.

GRANTOR SPECIFICALLY RESERVES AND EXCEPTS unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and

all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

PROVIDED, HOWEVER, that this conveyance is made and accepted on condition :

The Property shall only be used for those purposes commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking lot uses (excluding parking garages) (the "Condition")

THE FOREGOING CONDITION touches and concerns the Property conveyed herein, and the land owned by Grantor on the date this deed is recorded that is directly abutting the Property, and is described as follows (the "Adjacent Parcel"):

[INSERT CPB PROPERTY LEGAL DESCRIPTION]

The Condition constitutes a restriction and covenant running with, and for the benefit of, the Adjacent Parcel and shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property, or any part thereof.

In the event of breach of the Condition, Grantor shall have the right to obtain an injunction enforcing the Condition and shall be entitled to reasonable attorneys' fees and costs from the breaching party incurred in the enforcement thereof. Provided, however, if Grantor is not successful in obtaining such an injunction, the party defending Grantor's claim shall be entitled to reasonable attorneys' fees and costs from Grantor.

A breach of the Condition, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Condition shall be binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

The Condition shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable, upon the following event (the "Expiration Date"):

Grantor sells all of the Adjacent Parcel to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.

[Signature and Acknowledgement to follow]

EXECUTED this ____ day of _____, 20 ____.

GRANTOR:

CORPORATION OF THE PRESIDING BISHOP
OF THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Its: _____

EXHIBIT A

(To Grant Deed)

DESCRIPTION OF REAL PROPERTY

Real Property located in Orange County, California, described as:

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

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

ACTION: Approval

BACKGROUND

California Public Contract Code section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. The Foundation of California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). California Public Contract Code Section 20653.5 allows California Community Colleges to purchase materials, equipment, supplies, and services from contracts lawfully entered into by the University of California or the California State University (UC/CSU) with the same terms, conditions, and prices as negotiated. Further, the FCCC collaborates with the UC/CSU systems through the California Higher Education shared Services Consortium for resource sharing.

Utilization of the FCCC/CSU/UC agreements under the same price and the same terms and conditions will prove beneficial to the District for the purpose of achieving added price savings through volume discounting.

STATUS

District staff finds that purchases made from utilizing the following FCCC/UC/CSU Cooperative Purchasing agreements will save administrative time and expense, deliver significant cost savings and will be in the best interest of the District. The FCCC/UC/CSU contracts will cover the following commodity areas: instructional scientific equipment, software and technology, instructional medical equipment, maintenance and custodial supplies, filters, products and equipment, office supplies and associated services.

FCCC Master Agreement CB-16-203 - With Laerdal Medical Corporation, for the purchase of training, educational, and therapy products for lifesaving and emergency medical care effective March 15, 2016 through March 14, 2019, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-213-17 - With Waxie Sanitary Supply, for the purchase of maintenance and custodial supplies, paper products, and equipment effective September 1, 2014 through August 31, 2017, with the option to extend for two (2) additional one (1) year terms. Both extension term options have been executed and the new contract termination date is August 31, 2019.

FCCC Administrative Services Agreement CB-220-17 - With Fisher Scientific Company, LLC, for the purchase of scientific equipment and supplies effective June 1, 2017 through May 31, 2020, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-223-17 - With Bio-Rad Laboratories, Inc., for the purchase of scientific equipment effective June 15, 2017 through June 14, 2020, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-185-17 - With CDW Government, LLC (CDW-G), for the purchase of software, hardware, technology, associated maintenance & support and equipment effective June 2, 2017 through June 1, 2020, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement CB-228-17 - With Pacwest Air Filter, LLC, for the purchase of air filters effective July 1, 2017 through July 1, 2018, with the option to extend for four (4) additional one (1) year terms. The first year extension option has been executed and the new contract termination date is July 1, 2019.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the use of the above identified FCCC/CSU/UC contracts to purchase equipment, materials, supplies, software, hardware, technology and associated services, maintenance and custodial supplies, filters, products and equipment. The approval to utilize the above contracts applies to purchases made within the term of the agreements and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with district issued purchase orders and will be brought forward for Board ratification.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Access Control & Security Systems and Hardware, CMAS Agreement No. 3-17-84-0052B and 4-16-84-0053A with Blue Violet Networks, LLC

ACTION: Approval

BACKGROUND

Irvine Valley College (IVC) has a need to procure and install security related access control systems and hardware. Staff performed due diligence by evaluating five access control and security systems and concluded that Avigilon access control and security systems, along with Schlage and Van Duprin hardware provided the best compatibility in addressing the quality and security needs of the IVC campus.

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 (CMAS).

STATUS

Irvine Valley College Information Technology and Facilities Operations and Maintenance staff solicited proposals for Avigilon access control and security systems, along with Schlage and Van Duprin hardware from the brand authorized resellers. Blue Violet Networks, LLC (Blue Violet) has been awarded CMAS contracts No. 3-17-84-0052B for Avigilon access control and security systems and No. 4-16-84-0053A for Schlage and Van Duprin hardware. District staff has reviewed the terms and conditions of the contracts and finds it is in the best interest of the district to use the CMAS contracts. The CMAS contracts are available for review in the Procurement, Central Services and Risk Management department.

The implementation and integration of this project is scheduled to be performed in stages over the next three years with an estimated cost not to exceed \$3,300,000. The CMAS contracts awarded to Blue Violet have an active term through to June 30, 2022 and July 31, 2022. Funding for the project will come from basic aid and various college funding sources.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the use of CMAS contracts No. 3-17-84-0052B for Avigilon access control and security systems and No. 4-16-84-0053A for Schlage and Van Duprin hardware for the purchase, warranty, and implementation, integration and installation of security access control systems, surveillance systems, and software maintenance and hardware products and award contracts to Blue Violet Networks, LLC. This approval applies to purchases made within the terms of each contract and is contingent upon verification of the availability of funds for each purchase.

Item Submitted By: *Kim McCord, Acting Vice Chancellor, Business Services*

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Resolution No. 18-14 to Close County Treasury Fund 41
for the Facilities Capital Outlay Fund

ACTION: Approval

BACKGROUND

In February 2011, the Board of Trustees authorized the formation of the Facilities Corporation 2011 for the purpose of facilitating transactions related to the pending New Market Tax Credit proceedings and future transactions. In March 2011, the District established the Facilities Corporation Capital Outlay Fund in the County Treasury to account for the activity of the Facilities Corporation 2011.

STATUS

The fund set up in the County Treasury has not been utilized since its inception. The District was unable to take advantage of the New Market Tax Credits and the Facilities Corporation 2011 is no longer needed. The Facilities Corporation 2011 board of directors took action earlier today to dissolve the corporation. Therefore, the County Treasury fund is also no longer needed.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees adopt Resolution No. 18-14 as presented in EXHIBIT A to close Fund 41 for the Facilities Corporation Capital Outlay Fund at the County Treasury.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION No. 18-14

Close County Treasury Fund 41 for the Facilities Corporation Capital Outlay Fund

WHEREAS, the District has determined that the Country Treasury Fund 41 for the Facilities Corporation Capital Outlay Fund is no longer an active fund.

NOW, THEREFORE, BE IT RESOLVED that the Country Treasury Fund 41 for the Facilities Corporation Capital Outlay Fund be closed as of June 30, 2018.

I, Ann-Marie Gabel, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on June 25, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June 2018.

Ann-Marie Gabel
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Authorization to Voluntarily Dissolve the Advanced Technology and Education Park (ATEP) Foundation

ACTION: Approval

BACKGROUND

The Advanced Technology and Education Park ("ATEP") Foundation is an auxiliary organization approved by the Board of Trustees on September 26, 2005. The ATEP Foundation was established to receive gifts, bequests and donations for the benefit and advancement of the District, and in particular, the ATEP site.

STATUS

The ATEP Foundation has been in effect since 2005. While the ATEP Foundation was established with the intent to receive donations that benefit the ATEP site, the ATEP Foundation has remained dormant, pending potential future District use. It has not had any significant financial transactions or related activity for several years. The ATEP Foundation Board of Directors has voted to dissolve the ATEP Foundation at its June 12, 2018 meeting. As of May 31, 2018, there were no remaining assets or liabilities in the ATEP Foundation.

The District Board of Trustees may voluntarily dissolve this nonprofit corporation simply when there are no assets within the corporation and no recent related activities. The Foundation at each college is better equipped to accommodate the receipt of gifts, bequests and donations for the benefit of their respective portion of the ATEP site. Another Foundation is not needed and is somewhat redundant.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize the Interim Chancellor or Vice Chancellor, Business Services to proceed with the actions necessary to dissolve the nonprofit corporation known as the Advanced Technology and Education Park (ATEP) Foundation.

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Board Policy Revision: BP-107 Board Policy and Administrative Regulation, BP-126 Quorum and Voting, BP-130 Public Participation at Board Meetings, BP-132 Speakers, BP-134 Decorum, BP-2001 Administrative Organization, BP-2101 Delegation of Authority to the College President, BP-2125 Weapons on Campus, BP-4030 Volunteer Assistance, BP-5611 Open Enrollment, BP-6105 Prerequisites, Corequisites, and Advisories Policy, BP-6160 Final Exams, BP-1300 Speech and Advocacy, BP-8000 Speech and Advocacy

ACTION: Review and Study

BACKGROUND

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

STATUS

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

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on June 14, 2018 for review and recommendation to the Interim Chancellor.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBITS A through N.

BOARD POLICY

107

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD POLICY AND ADMINISTRATIVE REGULATION DEVELOPMENT

Board policies are adopted by the Board of Trustees, and state the philosophy of the Board and give direction for the operation of the District. They are written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities. Administrative regulations shall be consistent with the intent of Board Policy and are developed by the Chancellor in consultation with the various constituent groups, and provide for the implementation of board policy.

BOARD POLICIES

The Board of Trustees will periodically review board policies. The Chancellor shall assist the Board of Trustees in the formation and revision of all board policies.

In addition, recommendations for new or revised board policies may originate at any time from members of the Board of Trustees, the Chancellor, members of the District or college administration, faculty, staff, students, or members of the public.

The Chancellor shall receive recommendations for policy and/or administrative regulation development or revision from the Academic and Classified Senates, Associated Student organizations as well as the various bargaining units, in addition to other segments of the administration. If the Chancellor concludes that a new or revised policy and/or administrative regulation is appropriate or necessary, then he shall refer the matter to the appropriate groups, identified above, either for the development or revision of proposed policies and/or administrative regulations, or for the timely review and comment on draft policies and/or administrative regulations.

TRUSTEE APPROVAL

1. If established by the Board President, ~~The~~ the Board of Trustees Board Policy Subcommittee may meet to review proposed board policies and will either:
 - a. Return the policy draft to the Chancellor with recommendations for further revision, or
 - b. Direct the Chancellor to forward the policy draft to the Board of Trustees for review and study.

BOARD POLICY AND ADMINISTRATIVE REGULATIONS

2. New or revised board policies presented to the Board of Trustees by the Chancellor shall normally receive at least two readings; however, the Board may adopt new or revised policies at a first reading if the agenda indicates that action may occur at the first reading.
 - a. At the first reading, new or revised policies are normally submitted to the Board for ~~“Acceptance for Review and Study”~~ First Reading – Information Only”.
 - b. The second reading is an action item for ~~revision and/or approval~~ by majority vote.
 - c. Subsequent readings may be conducted if policy approval is not accomplished at the second reading. A draft policy revised following either a first, ~~or~~ second or subsequent reading need not be subject to further readings prior to action.

Reference:

Education Code Section 70902

ACCJC Accreditation Standards IV.C.7, IV.D.4, I.B.7, and I.C.5

d.

BOARD POLICY

126

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

QUORUM AND VOTING MEETING PROCEDURES, QUORUM, AND VOTING

I. MEETING PROCEDURES

A. A “meeting” means any congregation of a majority of the members of the Board at the same time and location, including teleconference location as permitted by Government Code section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

B. All governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with the Board’s Policies and posted and distributed in accordance with the Ralph M. Brown Act, the California Education Code, and other applicable laws requiring that the Board’s meetings be held in public unless a specific exception authorizes the Board to meet in closed session.

C. The Board President shall be primarily responsible for conducting the Board’s meetings in accordance with the Board’s Policies and Administrative Regulations so that the Board is able to efficiently consider matters on the agenda and carry out the will of the Board.

D. The Board believes that late night meetings deter public participation, can affect the Boards decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned at 9:00 p.m. unless extended to a specific time determined by a majority of the Board present at the meeting. The meeting shall be extended no more than once and subsequently may be adjourned to a later date.

II. PRESIDING OFFICER

A. The Board President shall preside at all meetings of the ~~board~~Board. In the absence, disability or disqualification of the ~~president~~President, the ~~vice~~Vice president ~~President~~ or the ~~clerk~~Clerk, in that order, shall preside. The act of any duly designated presiding officer shall be legal and binding.

B. The board president may be removed with or without cause only by a vote of two-thirds of the Board’s entire membership. The Board’s Vice President shall then complete the term of the President, and the Clerk shall then serve as the Board’s Vice President. A majority of the Board shall then elect a new Clerk.

~~II.~~III. PARLIAMENTARY AUTHORITY

A. The rules contained in the current edition of Robert’s Rules of Order, Newly Revised, shall govern the Board’s ~~of Trustees in~~ deliberations in all cases to which they are applicable and in which they are not inconsistent with ~~with~~ board policies, administrative

QUORUM AND VOTING MEETING PROCEDURES, QUORUM, AND VOTING

regulations or other applicable laws~~the by laws and any special rules of order of the Board of Trustees.~~

B. The Board, by two-thirds majority vote, may suspend the application of Robert's Rules, or specific provisions of Robert's Rules at a particular meeting, or for a specific agenda item or topic. The suspension of Robert's Rules shall only be for the duration of the meeting, or any adjourned or continued meeting where the same agenda item or topic is under consideration. Any further suspension of Robert's Rules shall require the adoption of an appropriate Board Policy modifying the application of Robert's Rules.

1. For purposes of applying and interpreting Robert's Rules, each meeting of the Board, other than an adjourned regular or specials meetings, shall constitute a new session.

2. The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.

a) Less than a quorum may so adjourn from time to time.

b) If all members are absent from any regular or adjourned regular meeting, the clerk or Chancellor, as secretary to the Board may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings.

c) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of adjournment.

d) When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be at the hour specified for regular meetings in BP-120 Regular Meetings of the Board.

IV. VOTING

A. A quorum of the Board shall consist of four members.

B. The Board shall act by majority vote of all of the membership of the Board, except as noted below, with respect to non-substantive procedural matters specified in the Board's Policies.

C. The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. Notwithstanding the foregoing, if Board members may abstain from voting on a motion; the abstention will be counted with the affirmative vote on the motion.

A.D. When a member abstains as the result of an actual or potential conflict of interest, his/her abstention shall not be counted for purposes of determining whether a majority of

QUORUM AND VOTING MEETING PROCEDURES, QUORUM, AND VOTING

the membership of the Board has taken action. When an abstention is required by law, the member shall comply with that laws' rules with respect to disclosure of the conflict of interest. See Government Code sections 1090, 1091 and 1091.5 as well as the Political Reform Act, Government Code section 81000 et. seq., and specifically sections 87100 and following.

E. No action shall be taken by secret ballot.

F. The following actions require a two-thirds majority of all members of the Board:

- 1. Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- 2. Resolution of intention to dedicate or convey an easement;
- ~~Resolution authorizing and directing the execution and delivery of a deed;~~
- 3. Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- 4. Appropriation of funds from an undistributed reserve;
- 5. Resolution to condemn real property.
- 6. Suspension of Robert's Rules.

G. The following actions require a unanimous vote of all members of the Board:

- 1. Resolution authorizing a sales ~~or~~ lease, or grant of District real property to the state, any county, city, or to any other school or community college district;
- 2. Resolution authorizing lease of District property under a lease for the production of gas.

Reference:

*Education Code Sections 72000(d)(3), 81310 et seq., 81365, 81511, 81432;
Government Code Section 53094; 54950 et seq.
Code of Civil Procedure Section 1245.240*

BOARD POLICY

130

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of three ways:

1. There will be a time at each regularly scheduled board meeting for the general public to discuss items either on the agenda or not on the agenda. Speakers are limited to two (2) minutes each. However, four minutes each will be allotted to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the Board. The maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one Board meeting will appear on the agenda. At the discretion of a majority of the Board, these time limits may be extended.

Members wishing to present such items shall submit a written request at the beginning of the meeting to the Board's Executive Assistant ~~President of the Board~~ that summarizes the item ~~and provides his or her name and organizational affiliation, if any.~~ No action may be taken by the Board on such items.

Persons submitting a written request to address the Board will be heard in the order in which the Board President received the request. Assuming concurrence by public speakers, the Board President has the prerogative to reorder public comments.

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 128.

A written summary of the item must be submitted to the Chancellor at least two weeks prior to the board meeting. The summary must be signed by the initiator, contain his/her residence or business address, and organizational affiliation, if any.

3. Members of the public may submit written communications to the Board on items on the agenda and/or speak to agenda items at the board meeting. All written communications regarding items on the Board's agenda shall reach the office of the Chancellor not later than three (3) working days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

PUBLIC PARTICIPATION AT BOARD MEETINGS

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Reference:

*Government Code Sections 54954.3, 54957.5;
Education Code 72121.5*

BOARD POLICY

132

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

SPEAKERS

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board at the time designated at the meeting for public comment.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

~~Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.~~

Those wishing to speak to the Board are subject to the following:

- ~~a)~~ The Board President ~~of the Board~~ may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive or if remarks consist of personal attacks on others.
- ~~b)~~ Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- ~~c)~~ Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
- ~~d)~~ ~~Persons~~ Individuals wishing to ~~speak to~~ address the Board will be given an opportunity prior to adjournment to closed session and also prior to discussion of action items at the regular, special or emergency meeting.
- ~~e)~~ They shall complete a ~~written request~~ public speaker form to address the Board at the beginning of the meeting at which they wish to speak and shall submit the request to the Board's Executive Assistant.
- ~~f)~~ The request ~~shall~~ may include the person's name and name of the organization or group represented, if any, and shall include a statement noting the agenda item or topic to be addressed.

SPEAKERS

- g) No member of the public may speak without being recognized by the Board President of the Board.
- h) Each speaker will be allowed two (2) minutes per topic. ~~Thirty (30) minutes shall be the~~ The maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one board meeting will appear on the agenda. At the discretion of a majority of the Board, these time limits may be extended.
- i) Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

Reference:

Government Code Sections 54950, et seq.;
Education Code Section 72121.5

BOARD POLICY

134

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

DECORUM

The following will be ruled out of order by the ~~presiding officer~~ **Board President**:

- **a)** Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in closed session.
- **b)** Profanity, obscenity and other offensive language.
- **c)** Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the **Board President** ~~of the Board~~. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall consider only matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

Reference:

Education Code Section 72121.5;
Government Code Section 54954.3 (b)

BOARD POLICY

2001

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

ADMINISTRATIVE ORGANIZATION

The Board of Trustees affirms its legal responsibility to adopt policies governing the District and its Colleges. In so doing, it directs the Chancellor to implement those policies within an approved organizational structure.

For the District and the Colleges to be governed and administered in an effective manner, it is necessary that lines of communication be established within the organization so they allow for the orderly transaction of business.

The Chancellor is authorized and responsible for organizing all District standing and ad hoc committees to assist in the operation of the District. Each College President is authorized and responsible for organizing College committees as needed to assist in College operations. Committee membership will be appointed by the appropriate constituent group.

To support the Board of Trustees -stated philosophy concerning internal administration, it is the policy of the Board of Trustees -that all matters called to its attention by District personnel or by students shall be presented through the Chancellor. Conversely, the Board of Trustees -shall direct appropriate matters through the Chancellor.

Organizational charts shall be prepared by the District and the Colleges and shall become part of the Administrative Regulation.

Reference:

California Education Code, Section 70902

Adopted: 7-26-71
Revised: 6-03-74
Revised: 3-07-88
Revised: 4-26-99
Revised: 9-29-03
Revised: 2-28-11

BOARD POLICY

2101

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

DELEGATION OF AUTHORITY TO THE COLLEGE PRESIDENT

The President is the Chief Executive Officer of the college. The President reports to, assists, and supports the Chancellor in the performance of the duties delegated by the Board of Trustees in Board Policy 2100. The President is responsible for implementing the colleges' strategic plan and district policies. The President's administrative organization shall be the established authority on campus and the College President is the final authority at the college level.

The Chancellor delegates authority to the College President for the following functions:

1. Provide leadership and coordinate with District Services in the development and implementation of ~~a college sustainable~~ master plans and integrated strategic plans. Based upon on-going institutional research, both plans should consider accreditation standards and student success issues, as well as drive the budget process and resource allocation.
2. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
3. Provide leadership in the development and implementation of career technical education to meet the needs in the community.
4. Provide leadership in the development and implementation of a comprehensive enrollment management plan.
5. Develop and monitor the college budget and assume fiscal responsibility.
6. Provide college employees with the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development.
7. Propose strategies for selecting and retaining a diverse high quality full-time faculty, staff and administrators.
8. Select and extend offers of employment for faculty, administrators and classified positions for the college.
9. Provide leadership and empower the administrative team.
10. Provide leadership focusing on accountability and professional and ethical conduct.

11. Assume a highly visible leadership role in the community and build strategic partnerships with corporate, educational and community-based organizations.
12. Develop and implement emergency preparedness plans.
13. Provide a participatory governance process.
- ~~13.~~14. Promote cooperation and collegiality among both colleges and District Services.
- ~~14.~~15. Other related functions.

BOARD POLICY

2125

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

WEAPONS ON CAMPUS

Firearms or other weapons shall be prohibited on any college or district site or in any facility of the District except for activities conducted under the direction of district officials and as authorized by the Campus Chief of Police.

This requirement does not apply to a duly appointed peace officer as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, an honorably retired peace officer authorized to carry a concealed or loaded firearm, a full-time paid peace officer of another state or the federal government who is carrying out official duties while in California, any person summoned by any of these officers to assist in making arrests or preserving the peace while he or she is actually engaged in assisting the officer, a member of the military forces of this state or of the United States who is engaged in the performance of his or her duties, or an armored vehicle guard, engaged in the performance of his or her duties, as defined in the Business and Professions Code. They are encouraged to report their presence to the Chief of Police, or designee.

References:

Penal Code Sections 626.9(h), and 626.10

Business and Professions Code Section 7582.1 (d)

Adopted: 08-31-09
Revised: 01-22-13
Revised:

Page 1 of 1

BOARD POLICY

4030

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

VOLUNTEER ASSISTANCE

The wealth of experience available in the community is a resource that can be used in appropriate ways to enrich the educational program and strengthen the District's relationship with the community.

The Chancellor or designee may authorize the services of volunteers. Volunteers are not to be used to displace regularly authorized ~~personnel~~ employees or to create new positions. Projects assigned to volunteers are those which supplement and enrich the programs of the District. All volunteer assignments must be ratified by the Board of Trustees.

Volunteers shall be considered employees of the District only for Workers' Compensation Insurance purposes.

Reference:

California Education Code, Section 72401, 88249

| | | | |
|----------|---------|-----------|---------|
| Adopted: | 3-30-93 | Reviewed: | 5-31-11 |
| Revised | 4-26-99 | Revised: | |
| Revised | 1-20-04 | | |

Page 1 of 1

BOARD POLICY

5611

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

OPEN ENROLLMENT, PREREQUISITES, COREQUISITES, AND ADVISORIES POLICY

The Board of Trustees of the South Orange County Community College District affirms a policy of open enrollment. - All classes of the District shall be open for enrollment to any person who has been admitted to the colleges. Enrollment may be subject to the enrollment priority system that has been established (Refer to AR 5210). Enrollment may be limited to student meeting properly validated prerequisites and corequisites, or other exemptions set out in statute or regulation. This policy shall be published in the college catalogs and college websites. ~~Unless specifically exempted by statute, every course and course section or class, wherever offered and maintained by the district and where FTES (Full Time Equivalent Students) is reported for state aid, shall be fully open to enrollment and participation by any person admitted to the college and who meets such prerequisites, corequisites, and advisories as established by the board in accordance with Title 5, Calif. Code of Regulations, Sections 55002, 55000, 55201, 55202, 55530, 55534, 58100, and 58106.~~

~~The College President is authorized to establish pre-requisites, co-requisites and advisories on recommended preparation for courses in the curriculum. All such pre-requisites, co-requisites and advisories shall be established in accordance with the standards set out in Title 5. Pre-requisites, co-requisites or advisories shall be necessary and appropriate for achieving the purpose for which they are established. Administrative Regulation 5611 outlines the procedures in which a pre-requisites or co-requisite may be challenged by a student on grounds permitted by law. Pre-requisites, co-requisites and advisories shall be identified in District publications available to students.~~

References:

Education Code Section 70901

Title 5, Sections 55000, 51006, 55201, 55202, 55530, 55534, 58100, 58050, 58051.5, and 58106, and 58108

| | | | |
|-----------|---------|----------|---------|
| Adopted: | 5-15-89 | Revised: | 5-27-08 |
| Revised: | 3-14-94 | Revised: | 1-20-09 |
| Technical | 4-26-99 | Revised: | |
| Update: | | | |

Page 1 of 1

BOARD POLICY

6105

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

PREREQUISITES, COREQUISITES, AND ADVISORIES POLICY

The Board of Trustees, upon recommendation of the Academic Senate, is authorized to establish prerequisites, corequisites and advisories on recommended preparation for courses in the curriculum. All such prerequisites, corequisites and advisories shall be established in accordance with the standards set out in Title 5. Any prerequisites, corequisites or advisories shall be necessary and appropriate for achieving the purpose for which they are established. The procedures shall include a process in which a prerequisite, or corequisite may be challenged by a student on grounds permitted by law. Prerequisites, corequisites and advisories shall be identified in District publications available to students.

References:

*Education Code Section 70901,
Title 5, Sections 55000, 55003, 55100, 55150, 55202, 55534, and 58106*

BOARD POLICY

6160

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

FINAL EXAMINATIONS

Final examinations are required for all credit courses. Every final examination must be scheduled for a specific date and time. Students are responsible for taking all assigned final examinations as they are listed on the examination scheduled by the college(s). Students may petition to take a final examination early at the instructor's discretion.

- If a college deviates from a final exam schedule specific for final exam week, the college will provide supervised testing for those students who attend both colleges and have a scheduled final exam conflict between the two colleges.
- District IT will provide a means of identifying students who attend both colleges with a final exam conflict two weeks prior to the final exam week.

Revised: 6-26-89
Revised: 4-26-99
Revised: 11-14-05
Reviewed: 11-16-10
Revised: 8-27-12

BPARC 5.11.18

Page 1 of 1

BOARD POLICY

1300

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

COMMUNITY RELATIONS

SPEECH AND ADVOCACY

SECTION I: USE OF DISTRICT FACILITIES AND GROUNDS

A. General Provisions

1. The South Orange County Community College District ("District") is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United States Constitution and Article I, Section 2, of the California Constitution. As an owner of property held in trust for the purpose of providing courses and programs at the community college level, the District reserves the right to limit the use of its facilities and grounds for the exercise of free speech and free expression consistent with the United States Constitution and the California Constitution.
2. The District desires to provide the best available curriculum and facilities in order to encourage its students to matriculate, study, graduate, obtain a place of employment, or go on to obtain a further degree. This policy is designed to encourage students who want to attend class and study in a peaceful and quiet setting to do so without substantial disruption. Maintenance of an atmosphere conducive to learning on campus in order to further the educational process is essential to the District, its students, faculty, and staff.
3. This policy, which is applicable to students and employees of the District and members of the public, is intended to further the District's substantial interests in (a) protecting student health and safety; (b) preventing substantial disruption of the learning environment and the orderly operation of District campuses; (c) preserving District facilities for their intended use; (d) coordinating multiple uses of limited space; (e) preventing unlawful, dangerous, or impermissible uses of District facilities; and (f) assuring financial accountability for damages and litter caused by the use of District facilities for speech and advocacy purposes.
4. It is the policy of the District that its interpretation of California Education Code, Section 76120, be consistent with the First Amendment of the United States Constitution, Article I, Section 2 of the California Constitution and California Education Code, Section 66301, and that none of the District's regulations shall prohibit any speech or expression unless it falls outside the protection of the First Amendment to the United States Constitution and Article I, Section 2 of the California Constitution (e.g., obscenity, illegal activity, advertising of illegal substances, defamatory speech, and speech and activity that causes substantial

SPEECH AND ADVOCACY

disruption to the orderly operation of the District's campuses, as defined by legal precede

- a. Students, employees, and members of the public shall be free to exercise their rights of free expression, subject to the requirements and limitations of this policy and it's implementing administrative regulations.
 - b. Speech shall be prohibited that is defamatory or obscene according to current legal standards, or which so insights others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of Board policies or administrative regulations, or the substantial disruption to the orderly operation of the District. (Education Code section 76120.)
 - c. Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and Article I, Section 2, of the California Constitution. Students and employees may be disciplined for speech that constitutes unlawful harassment, threats, intimidation, or hate violence, unless such speech is constitutionally protected.
 - e. Neither this Board, the Chancellor, nor an administrator of any college, center or facility of the District, shall make or enforce a rule subjecting a student to disciplinary sanction pursuant to Board Policy and Administrative Regulation 5401 solely on the basis of conduct that is speech or other communication that, when engaged in outside a District campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution. (Education Code section 66301(a) and Stats.1992, c. 1363 (S.B.1115), §§ 2 and 4.)
 - f. All advertisements which advertise illegal substances as identified by the laws of the United States and/or the State of California are prohibited.
5. Free speech rights are subject to reasonable time, place, and manner regulations. (Stats.1992, c. 1363 (S.B.1115), § 4(a)(1).) The Chancellor shall adopt regulations as are necessary to reasonably regulate the time, place, and manner of the exercise of free speech and free expression at the District's colleges, centers, facilities, and grounds.

B. Neutrality:

1. This policy and Administrative Regulation 1300 are intended to be content neutral, and shall be implemented as such. This policy and the Administrative Regulation 1300 also are intended to be viewpoint neutral, and shall be implemented as such.
2. The District expressly disclaims the sponsorship and/or endorsement of any statements or activities of any student, person or group utilizing the facilities or

SPEECH AND ADVOCACY

grounds of the District for speech and advocacy purposes unless there is a writing signed and authorized by the Chancellor or designee which expressly provides for District sponsorship and/or endorsement.

SECTION II: USE OF DISTRICT PROPERTY BY THE GENERAL PUBLIC UNDER THE CIVIC CENTER ACT

Use of District facilities by the general public also is governed by other provisions of law including, but not limited to, the Civic Center Act, California Education Code section 82537. The District shall enact regulations pursuant to this section. See Board Policy and Administrative Regulations 1311, “Civic Center and Other Facilities Use.”

References:

Education Code Sections 66301 (Stats.1992, c. 1363 (S.B.1115), §2 and §4), 76120, 82537 and 87708;

Penal Code Sections 311, 311.2, 407, 409, 415, 415.5, 416, 422.6, 602.10, 626-626.6

BOARD POLICY

8000

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

SPEECH AND ADVOCACY

SPEECH AND ADVOCACY

DELETE – New Board Policy BP-1300 Speech and Advocacy

SECTION I: FACILITY USE

A. General Provisions

- ~~1. The South Orange County Community College District is committed to assuring that all persons may exercise their constitutional rights protected under the First Amendment to the United States Constitution and Article I, Section 2, of the California Constitution. The District's commitment to the exercise of free speech and free expression is not intended to convert all of the facilities maintained and/or owned by the District into a public forum, limited public or designated public forum. As an owner of property, the District reserves the right to limit the use of its facilities for the exercise of free speech and free expression consistent with the United States Constitution and the California Constitution. The District's commitment to the exercise of free speech and free expression set forth herein is not intended to permit expression and activity utilizing District facilities which is not otherwise protected by the First Amendment or Article I, Section 2, of the California Constitution (e.g. obscenity, illegal activity, advertising of illegal substances, defamatory speech, and speech and activity that causes substantial disruption of the orderly operation of the District's campuses).~~
- ~~2. The District desires to provide the best available curriculum and facilities in order to encourage its students to matriculate, study, graduate, obtain a place of employment, or go on to obtain a further degree. This policy is designed to encourage students who want to attend class and study in a peaceful and quiet setting to do so without substantial disruption. Maintenance of an atmosphere conducive to learning on campus in order to further the educational process is essential to the District, its students, faculty, and staff.~~
- ~~3. This policy is intended to further the District's substantial interests in 1) protecting student health and safety; 2) preventing substantial disruption of the learning environment and the orderly operation of District campuses; 3) preserving District facilities for their intended use; 4) coordinating multiple uses of limited space; 5) preventing unlawful, dangerous, or impermissible uses of District facilities; and 6) assuring financial accountability for damages and litter caused by the use of District facilities for speech and advocacy purposes.~~
- ~~4. It is the policy of the District that its interpretation of California Education Code, Section 76120, be consistent with the First Amendment of the United States~~

Adopted: 5-16-00

Revised: 2-18-03

SPEECH AND ADVOCACY

~~Constitution, Article I, Section 2 of the California Constitution and California Education Code, Section 66301, and that none of the District's regulations shall prohibit any speech or expression unless it falls outside the protection of the First Amendment to the United States Constitution and Article I, Section 2 of the California Constitution. The District shall enact regulations pursuant to this section.~~

B. ~~Neutrality:~~

- ~~1. This policy is intended to be content neutral, including viewpoint neutral and subject neutral, unless otherwise provided herein.~~
- ~~2. The District expressly disclaims the sponsorship and/or endorsement of any statements or activities of any student person or group utilizing the facilities of the District for speech and advocacy purposes unless there is a writing signed and authorized by the Chancellor or designee which expressly states District sponsorship and/or endorsement.~~

C. ~~Applicability~~

- ~~1. This policy is applicable to all students and members of the general public using the facilities of the South Orange County Community College District ("District").~~
- ~~2. Applicability to the District: The District, as an owner of its property and facilities, reserves the right to use its facilities as it sees fit. Any right to free speech and free expression of students or members of the public utilizing District property and facilities depends on the relevant forum (e.g. public, limited, designated, nonpublic) created by the District. It is the policy of the District to provide equal access to those who desire to contract to use its facilities.~~

SECTION II: ~~STUDENT SERVICES CENTER AREAS~~

~~The District shall enact regulations setting forth the areas at Irvine Valley College and Saddleback College which may be used by students for speech and advocacy to the extent provided therein.~~

SECTION III: ~~ADVERTISEMENT OF UNLAWFUL SUBSTANCES~~

~~All advertisements which advertise illegal substances as identified by the laws of the United States and/or the State of California are prohibited.~~

SECTION IV: ~~USE OF DISTRICT PROPERTY BY THE GENERAL PUBLIC UNDER THE CIVIC CENTER ACT~~

~~Use of District facilities by the general public is governed by the Civic Center Act, California Education Code, Section 82537. The District shall enact regulations pursuant to this section.~~

Adopted: 5-16-00

Revised: 2-18-03

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

A. NEW PERSONNEL APPOINTMENTS

1. **ADMINISTRATIVE EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. FELDHUS, KARIMA (Employee ID# 014072) is to be employed as Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College. This is a temporary assignment with title change only through the end of the 2018-2019 Academic Year. (Please see Exhibit B, Attachment 1)
- b. ¹GRAVIS, ESTHER (Employee ID# 018676) is to be employed as Assistant Dean, Health Sciences & Human Services/Director of Nursing, Pos. #P0004626, Division of Health Sciences and Human Services, Saddleback College, effective June 1, 2018. Approximate Salary Placement: Range 20, Step 1. This is a permanent replacement for Diane Pestolesi who was promoted to Dean of Health Sciences & Human Services. **Education:** MS, Nursing/MS Health Administration, University of Phoenix; BS, Nursing, University of Phoenix. (Please see Exhibit B, Attachment 2)
- c. ²LEPPIEN-CHRISTENSEN, JAMES (Employee ID# 014343) is to be employed as Acting Interim Dean of Social and Behavioral Sciences, Pos. #P0004612, Division of Social and Behavioral Sciences, Saddleback College, effective June 6, 2018. Approximate Salary Placement: Range 22, Step 3. This is a temporary replacement for Christina Hinkle, who will be on leave. **Education:** Ph.D., Psychology, Staybrook Graduate School and Research Center; M.A., General Experimental Psychology & B.A., Psychology, California State University, San Marcos. (Please see Exhibit B, Attachment 3)
- d. ³LIPOLD, ANTHONY (Employee ID# 011210) is to be employed as Interim Athletics Director/Assistant Dean of Kinesiology and Athletics, Pos. #P0013688, Division of Kinesiology and Athletics, Saddleback College, effective July 1, 2018. Approximate Salary Placement: Range 20, Step 8 (hours to be determined based upon the CalSTRS \$45,022.00 earning cap). This is a temporary hire until the permanent position is filled. **Education:** M.S., Educational Administration, National University; B.A., History, California State University, Fullerton. (Please see Exhibit B, Attachment 4)

¹ Current Interim Dean of Health Sciences & Human Services/Director of Nursing, Saddleback College

² Current Full Time Faculty (Psychology), Saddleback College

³ CalSTRS Retiree

2. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. ⁴AKHAVAN, SUSAN, is to be employed as ESL Instructor, Pos. #P0012789, School of Humanities and Languages & Learning Resources, Irvine Valley College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on November 13, 2017. **Education:** M.A., Linguistics/TESOL, California State University, Long Beach; M.A., Political Science, California State University, Fresno; B.A., Business/Spanish, California State University, Fresno; B.A., Spanish, Universidad Complutense, Madrid.
- b. FOOTE, ALAN is to be employed as CIM Instructor, Pos. #P0001699, Economics & Workforce Development and Business Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Pat Sullivan, who has retired. **Education:** Ph.D., Management, Walden University; M.B.A., Business Administration, University of Baltimore; B.A., Business Administration, Pennsylvania State University.
- c. ⁵GABDRAKHMANOVA, FARIDA (Employee ID# 018058), is to be employed as Interior Design Instructor, Pos. #P0001308, Advanced Technology & Applied Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Arlene Thomas, who has retired. **Education:** M.A., Interior Architecture, Cal Poly Pomona; M.S., Physics, Moscow Institute of Physics and Technology; A.A., Interior Design, Saddleback College.
- d. ⁶HYLAND, BRITTANY is to be temporarily employed for Fall semester 2018 as a replacement Physics Instructor Pos #P0001603, Division of Math, Science & Engineering, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a Temporary replacement position for Katherine Meyer-Canales, who is currently on leave. **Education:** Ph.D., M.S., Physics, University of California, Irvine; B.A., Physics, Chemistry, University of Colorado, Boulder.
- e. ROSA, STEVE is to be employed as Dance Instructor, Pos. #P0001770, Kinesiology & Athletics, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Dorothy Garant, who has retired. **Education:** M.F.A., Dance, University of California, Irvine; B.A., Art (Photography), University of California, Los Angeles.
- f. ⁷SHAW, CHARLES is to be employed as Automotive Technology Instructor, Pos. #0001467, Advanced Technology & Applied Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range I, Step 1. This is a replacement position for Vincent Pollizzi, who has resigned. **Education:** A.A., Automotive Technology, Chaffey College.

⁴ Current Part time Faculty (English as a Second Language, Irvine Valley College)

⁵ Current Part time Faculty (Interior Design, Saddleback College)

⁶ Current Part time Faculty (Physical Sciences, Saddleback College)

⁷ Current Part time Faculty (Automotive Technology, Saddleback College)

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

| <u>Applicant</u> | <u>Highest Degree</u> | <u>Assignment</u> | <u>Approx. Salary Placement</u> | <u>Start Date</u> |
|----------------------|------------------------|---------------------|---|-------------------|
| Alpay, John | JD/Law | Business/SC | 5 | 08/20/18 |
| Bairam, Etem | MA/Geography | Geography/SC | 2 | 08/20/18 |
| Brown, Stephan | MA/Chemistry | Chemistry/IVC | 2 | 08/20/18 |
| Butenko, Anton | MA/Mathematics | Mathematics/IVC | 2 | 08/20/18 |
| Cooper, Michael | PhD/Photonics | Physics/IVC | 5 | 05/29/18 |
| Drzanek, Elsy | BA/Medical Technology | Medical Lab Tech/SC | 1 | 08/20/18 |
| Douglass, Julie | MA/TESOL | ESL/SC | 2 | 05/29/18 |
| Dumouchel, Daniel | BA/Political Science | CIM/SC | 1 | 08/20/18 |
| Galindo, Christian | MS/Public Horticulture | Horticulture/SC | 2 | 08/20/18 |
| Goodale, Sif Ida | MA/History | History/SC | 2 | 08/20/18 |
| Grisaham, Melinda | MA/Nursing Education | Nursing/SC | 2 | 08/20/18 |
| Estrada, Diana-Sofia | MA/ Art | Emeritus/IVC | 2 | 08/20/18 |
| Keating, Kevin | MA/TESL | ESL/SC | 2 | 08/20/18 |
| McElfish, Wendy | MA/English | CIM/SC | 2 | 05/29/18 |
| Meyer, Noreen | BA/Computer Tech | CIM/SC | 1 | 05/29/18 |
| Nies-Cirald, Kristen | BA/English | CIM/SC | 1 | 05/29/18 |
| Nolan, Colleen | MA/Nursing Education | Nursing/SC | 2 | 08/20/18 |
| Perry, Donald | PhD/Chemistry | Chemistry/IVC | 5 | 08/20/18 |
| Piguillem, Andrea | MA/Family Nurse Prac. | Nursing/SC | 2 | 08/20/18 |
| Reese, Rick | MFA/Studio Art | Art/SC | 3 | 08/20/18 |
| Rigby, Jeff | MA/Anthropology | Anthropology/IVC | 5 | 05/29/18 |
| Roberson, Russell | MA/Chemistry | Chemistry/IVC | 2 | 08/20/18 |
| Rosen, Zachary | Equivalency | Speech/SC | 1 | 08/20/18 |
| Sayegh, April | MFA/Theatre Mgmt | Theatre Arts/SC | 2 | 05/29/18 |
| Sullivan, Scott | PhD/Physics | Physics/IVC | 5 | 05/29/18 |
| Terrazas, Cassandra | MA/Ed. Counseling | Counseling/SC | 2 | 05/29/18 |
| Toma, Lucian | MA/Sustainable Develop | Horticulture/SC | 2 | 08/20/18 |

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017, 2017/2018 and 2018/2019 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed Amount (\$)</u> | <u>Effective Date</u> |
|--------------------|----------------------------------|--------------------------------------|-----------------------|
| Adams, Brittany | Chair, Humanities | \$329.28 | 05/29/18-08/12/18 |
| Akhavan, Susan | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Anderson, Mike | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Bailey, Cheryl | Academic Senate Recorder | \$4,098.00 | 08/21/18-12/20/18 |
| Barasch, Ron | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Barrett, Victoria | Mentoring Student Choreographers | \$325.00 | 01/12/18-04/01/18 |
| Bobrick, Alexis | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Braus, Shirley | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Brown, Kevin | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Burnham, Stephanie | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Carson, Raymond | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Choun, Jinhee | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Chung, Casey | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |

ADDITIONAL COMPENSATION: GENERAL FUND (continued)

| | | | |
|--|----------------------------------|---------------------|-------------------|
| Cruz, Raul | Mentor, Spring Dance Concert | \$1,500.00 | 01/19/18-05/05/18 |
| DeRoulet, Daniel | Writing Center Facilitator | \$1,366.00 | 08/20/18-12/19/18 |
| Do, Anhvy | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Doherty, Michelle | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Drury, Derrick | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Edwards, Robby | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Granillo, Christine | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Granillo, Christine | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Gray, Sarah | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Hildebrand, Colleen | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Holbrook, Taylor | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Huggett, Danelle | Facilitator, WR 399 Project | \$1,050.00 | 08/21/17-12/20/17 |
| Huggett, Danelle | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Jankovic, Teresa | Dance Rehearsal Coverage | \$300.00 | 03/05/18-04/05/18 |
| Johnson, Jeffrey | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Johnson, Shauna | WR 399 Participant | \$823.20 | 01/16/18-05/23/18 |
| Kibler-McNerney, J. | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Knygnytska-J., Maria | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Laidemitt, Heidi | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Livote, Michelle | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Lo, Chelsea | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Long, Lewis | Chief Negotiator, Faculty Assoc. | \$4,098.00 | 05/29/18-08/12/18 |
| Long, Lewis | Chair, English | \$3,824.80 | 05/29/18-08/12/18 |
| Luther, Barbara | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Lutz, Sunita | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Makino, Mark | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Makino, Mark | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Man, Gina | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Matthews, E. | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| McMahan, Terri | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Meyer, Kurt | President, Faculty Association | \$4,098.00 | 05/29/18-08/12/18 |
| Miller, Rachel | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Mohr, Cheryl | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Ng, Alan | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Perlman, Randi | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Perlman, Randi | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Pollard, Erin | LGBTQ Safe Space Training | \$535.08 | 01/10/18-01/10/18 |
| Ramirez, Christian | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Rivas, Daniel | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Stern, Heather | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Stern, Heather | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Tchaikovsky, Bennet | Co-Chair, Business Science | \$819.60 | 05/29/18-08/12/18 |
| Vaught, Karen | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Vaught, Karen | WR 399 Participant | \$823.20 | 01/16/18-05/23/18 |
| Warner, Brent | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Zilkow, Christina | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Total for Month: General Fund/IVC | | \$33,127.68 | |
| 2017-2018 IVC FISCAL YEAR TOTAL TO DATE | | \$508,491.84 | |

ADDITIONAL COMPENSATION: GENERAL FUND (continued)

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 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> |
|---|------------------------------------|--|-----------------------|
| Duffy, Michelle | Academic Senate Secretary | \$2,576.00 | 05/29/18-08/12/18 |
| Fredrickson, Scott | Academic Senate Vice President | \$2,576.00 | 05/29/18-08/12/18 |
| Gilman, Bruce | Academic Senate Vice President | \$2,576.00 | 05/29/18-08/12/18 |
| Goulding, Carrie | OER Adoption #1, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Goulding, Carrie | OER Adoption #2, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Murray, Pete | Chair, Humanities/Philosophy | \$819.60 | 05/29/18-08/12/18 |
| Quinlan, Emily | OER Adoption, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Stephens, Blake | Academic Senate President, + other | \$4,098.00 | 05/29/18-08/12/18 |
| Valdez, Deanna | Flex Week Coordinator | \$5,464.00 | 05/29/18-08/12/18 |
| Walsh, Dan | Academic Senate President Elect | \$2,576.00 | 05/29/18-08/12/18 |
| Total for Month: General Fund/Saddleback College | | \$22,185.60 | |
| 2017-2018 SC FISCAL YEAR TOTAL TO DATE | | \$1,175,291.79 | |

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 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> |
|--|------------------------------------|--|-----------------------|
| Griffin, April | Facilitator- Summer Bridges | \$1,646.40 | 07/09/18-07/20/18 |
| Kehoe, Kelly | Assist. Coordinator-Summer Bridges | \$2,469.60 | 05/29/18-08/10/18 |
| Monacelli, Brian | CTE-Laser Tech Summer '18 Project | \$885.00 | 05/29/18-07/30/18 |
| Rios, Liza | Facilitator- Summer Bridges | \$1,646.40 | 07/23/18-08/03/18 |
| Tanriverdi, Fawn | EOPS-CARE Faculty Coordinator | \$3,442.00 | 08/20/18-12/19/18 |
| Wolken, Matthew | Facilitator- Summer Bridges | \$617.40 | 07/09/18-07/20/18 |
| Total for Month: Non-General Fund/Irvine Valley College | | \$10,706.80 | |
| 2017-2018 IVC FISCAL YEAR TOTAL TO DATE | | \$273,018.98 | |

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 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> |
|-------------------|-----------------------------------|--|-----------------------|
| Allah, Nancy | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Bagwell, Janet | LVLUP- Sup. Wrkgrp/Read/Counsel | \$205.80 | 01/29/18-05/23/18 |
| Barlow, Daniel | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Barr, Douglas | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Beckham, Jack | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Beckham, Jack | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Boustani, Ladi | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Boustani, Ladi | LVLUP- AHE Peer Academy | \$41.16 | 04/27/18-04/27/18 |
| Bowles, Christina | Emergency Nursing Curriculum Dev. | \$3,004.68 | 05/01/18-05/23/18 |
| Brunner, Janelle | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Casil, Amy | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |

ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND (continued)

| | | | |
|---------------------|-----------------------------------|------------|-------------------|
| Christensen, Sheryl | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Cox, Barbara | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Cubbage, April | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Douvillier, Aaron | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Engels, Michael | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Gilbert, Annie | Adult Ed. Faculty Coordination | \$4,815.72 | 06/04/18-07/03/18 |
| Gonzalez, Sara | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Gonzalez, Sara | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Goulding, Carrie | BSI Co-Chair | \$2,058.00 | 01/03/18-05/15/18 |
| Goulding, Carrie | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Goulding, Carrie | LVLUP- Sup. Acad/Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Gregory, Eric | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Gronnerud, Kathleen | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Gross, Cindy | Emergency Nursing Curriculum Dev. | \$3,004.68 | 05/01/18-05/23/18 |
| Gross, Cindy | Geriatric Remediation Curriculum | \$3,004.68 | 06/01/18-06/30/18 |
| Hayter, Catherine | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Hayter, Catherine | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Ibbotson, Jill | Adult Ed. Faculty Coordination | \$4,651.08 | 07/05/18-08/02/18 |
| Jenkins, Tina | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Jenks, Greg | Guest Lecture Series Speaker | \$150.00 | 05/18/18-05/18/18 |
| Jennison, Elizabeth | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Kaefer, Kenneth | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Kihyet, Connie | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Knapp, Rebecca | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Lively, Brian | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Luke, Gary | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Marchioni, Rachel | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Marchioni, Rachel | SSSP PT Counselors Workshop | \$123.48 | 01/02/18-04/30/18 |
| May, Carol | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Medling, Jane | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Meyer, Clifford | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Meyer, Clifford | Renew BAR Instructor license | \$335.68 | 06/05/18-06/05/18 |
| Montoya, Jesus | Part Time Counseling Institute | \$102.90 | 03/01/18-05/23/18 |
| Montoya, Jesus | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Moussatche, Sierra | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Murray, Peter | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Myhren, Brett | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Navarro, Jonathan | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Ochi, Shellie | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Ochi, Shellie | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Peck, Paris | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Renault, Irene | LVLUP- Sup. Wrkgrp/Read/Counsel | \$205.80 | 01/29/18-05/23/18 |
| Renault, Irene | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Roffel, Frank | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Sauter, Brooke | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Seaman, Carolyn | LVLUP- Sup. Acad./Couns. Meeting | \$41.16 | 05/04/18-05/04/18 |
| Selff, Sean | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Shaffer, Gina | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Shaw, Charles | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Shaw, Kat | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |

ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND (continued)

| | | | |
|---|-----------------------------------|---------------------|-------------------|
| Stanfield, Scott | SSSP Assessment Spring '18 Reader | \$329.28 | 01/02/18-05/25/18 |
| Toscano, Laura | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Tuominen-L., Kathy | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Vogel, Jeff | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Watt, Deb | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Watt, Deb | LVLUP- Prof. Dev.- AHE Counsel | \$82.32 | 04/27/18-04/27/18 |
| Wilson, Steve | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Yeganehshakib, R. | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Zimmerman, Ray | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Zimmerman, Ray | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Zoval, Jim | PI Support for NSF Grant | \$2,181.48 | 01/16/18-05/23/18 |
| Total for Month: Non-General Fund/Saddleback College | | \$30,708.54 | |
| 2017-2018 SC FISCAL YEAR TOTAL TO DATE | | \$501,714.91 | |

D. RATIFICATION OF UPDATED JOB DESCRIPTION-PRESIDENT (SADDLEBACK COLLEGE) AND RECRUITMENT TIMELINE

In preparation for the Saddleback College President Search Recruitment, Consultation Counsel has approved minor revisions to PRESIDENT – JC #712 – Range 27 Job Description. (Please see Exhibit A, Pages 9-15 showing highlighted revisions). Request ratification from Board to move forward with revised job description, recruitment and timeline (Exhibit A, Page 16).

E. EXTENSION OF ADMINISTRATIVE TEMPORARY ASSIGNMENT (Ratified-Pursuant to Board Policy 4002.1)

1. KELLY, WILLIAM, ID #001233), Acting Board Policies and Administrative Regulations Program Director, Pos. #P0004649, Office of Administrative and Business Services, District, Academic & Classified Administrators/Classified Managers Salary, Range 19, Step 6, 27.48% of full time (11 hours per week), temporary assignment is to be extended effective July 1, 2018 through December 31, 2018, or sooner.

F. REDUCED CONTRACT REQUEST LEAVE

1. HUNTLEY, TONY (Employee ID# 004666), Biology Instructor, Division of Mathematics, Science, and Engineering, Saddleback College, has requested a Reduced Contract Leave for the Fall 2018 Semester. Dr. Huntley will have a reduction of 3 LHE, which represents 90% FTE for the year. Annual salary will be reduced 10%, and he will earn 90% of one year CalSTRS Service Credit. Medical, Dental and Vision benefits are unchanged. All approval steps of the Academic Employee Master Agreement 2015-2018 (Page 77 of 91) have been taken.

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. CASTILLO-GARRISON, ESTELLA, ID# 014352, Dean, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Position #P0004982, resignation effective May 29, 2018. Payment is authorized for any compensated time off. (Start date: July 25, 2005)
2. CHANNING, MICHAEL, ID #001135, English Composition Instructor, Division of Liberal Arts, Saddleback College, Position #P0001505, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 23, 1979)

RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT (continued)

3. DUQUETTE, JAN, ID #001121, Kinesiology Instructor, Division of Kinesiology and Athletics, Saddleback College, Position #P0004731, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 22, 1977)
4. GROFF, REBECCA, ID #0018187, Counselor, Students and Counseling Services, Irvine Valley College, Position #P0002133, resignation effective May 24, 2018. Payment is authorized for any compensated time off. (Start date: August 1, 2011)
5. JOHNSON, WINIFRED, ID# 023434, Acting Executive Director of the College Foundation, Saddleback College, Position #P0012563, resignation effective June 30, 2018. Payment is authorized for any compensated time off. (Start date: November 13, 2017)
6. ZIEHM, CAROL, ID #002407, English/Journalism Instructor, Division of Liberal Arts, Saddleback College, Position #P0001566, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 16, 1999)

PRESIDENT – JC #712 – Range 27
Irvine Valley College, Saddleback College
(Academic Administration)

DEFINITION

To serve as educational leader and Chief Executive Officer at one of two community colleges in a multi-college district reporting to the Chancellor; assure the delivery of educational and other services provided by assigned college; provide visionary leadership in the overall administration of the college; develop an administrative organization which shall be the established authority on campus; develop and implement the district and college's strategic plan and implement Board of Trustee policies and district administrative procedures; and serve as the final authority at the college level.

To report to the Chancellor and execute all powers and duties in accordance to rules and regulations of the Board of Trustees, Board of Governors of the California Community Colleges, and the laws of the State of California; serve as the institutional leader and implement board policies and administrative regulations as applicable to the position; serve under contract and establish annual goals, which are approved by the Chancellor; and advise the Chancellor on matters related to District planning, policies, operations, as they affect the diverse body of students and employees at the college.

To formulate and articulate a vision of the college's future that addresses the evolving social, economic, and political forces that affect its mission and campus priorities, in which teaching, learning, student access and student success are central to the college mission.

To maintain effective working relationships with faculty, staff and students, as well as on a district-wide basis with the other college and district services; and advocate for the community college using a collaborative, collegial leadership style that also supports the district's strategic plan and achievement of the district-wide goals and objectives.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the district; lead by example; actively participate in and support district-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and evaluation from the Chancellor. The President is a district team member on the Chancellor's Executive Council and on other committees and councils directed and delegated by the Chancellor.

Provides leadership and direction to the academic Vice President for Instruction, the academic Vice President for Student Services, the Vice President for College Administrative Services, other academic administrator and classified management personnel and related support staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES - (Listed examples may not include all tasks performed by positions assigned to this class.)

General

1. Keeps the Chancellor fully informed of important campus matters. Prepares all recommendations/resolutions concerning the college and submits them to the Chancellor with final
- June 25, 2018

approval subject to the Board of Trustees, as appropriate. Recommends personnel decisions to the

Chancellor. Recommends the overall organizational structure to the Chancellor. Provides leadership for the planning and development of instructional and student services programs, as well as general leadership of the college operations. Provides overall leadership for the College's accreditation process. Develops and maintains channels of communication with faculty, administrators, managers and staff regarding all aspects of college operations including curriculum, instruction, budget, administrative services, institutional planning, maintenance, student services, and educational planning.

Planning and Fiscal Management:

2. Provide leadership in the development and implementation of a sustainable master plan and integrated strategic plan based on on-going institutional research which considers accreditation standards and student success issues and which drives the budget process and resource allocation.
3. Envision, plan, formulate, develop, implement, review and evaluate short- and long-range goals and objectives and policies, standards and outcomes which are in support of the educational and facilities master plan and the instructional needs of the college's local community.
4. Develop and monitor the college budget and assume fiscal responsibility; and ensure that financial resources are allocated efficiently and effectively.

Academic Quality and Student Success:

5. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
6. Assure optimum services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government, and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.
7. Ensure innovative and cost-effective formulation, development and implementation of state-of-the-art educational, training and enrichment opportunities for students that assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.
8. Provide leadership in the development and implementation of career technical education to meet the needs in the local community.
9. Encourage the assessment and improvement of instructional methodology, technology and materials; ensure the development, modification and enhancement of the curriculum; review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry, veterans and high school advanced placement students.
10. Provide leadership in the development and implementation of a comprehensive enrollment management plan.
11. Ensure development and implementation of corrective action, improvements, or additional programs and services which are efficient, effective and responsive to the needs of the local community and college.

12. Provide for the timely and accurate preparation, distribution, and storage of reports related to the college's programs, services, activities, financial resources, and budget; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of budgetary reports to facilitate attainment of short- and long-range plans.

District Responsibilities:

13. Serve as a member of the Chancellor's Executive Council and participate in establishing and achieving institutional goals in accordance with the district's educational master plan; ensure that college short- and long-range plans for all campus functions are developed in coordination with the leadership of other district entities; assume significant responsibility to provide clear direction and leadership regarding college and district plans and goals; communicate plans and goals to the community, faculty, staff, and administrators, and assist the Chancellor to provide and communicate a plan for evaluating progress toward those goals; and, work cooperatively and collaboratively with Chancellor's Executive Council.

14. Build trust among all constituencies in the college and district through a commitment to transparency, participatory governance, collaboration, collegiality, and cooperation.

15. Attend board meetings and present information as needed; confer with college and district administrators regarding board agenda items and management issues involving college programs and services, including recommendations for new or revised policies and procedures; and assure that all board policies, administrative regulations, and legislative directives are carried out in all areas of the college.

Management and Administration:

16. Provide a participatory governance process; work closely with district and college administrators and leaders of the academic and classified senates to establish and achieve institutional goals in accordance with the district's and college's educational and facilities master plan.

17. Provide leadership and executive direction through subordinate academic administrators and classified management of all functions, programs, services, operations, activities, and academic and classified personnel related to instruction, student services, and administration; review, monitor, control, promote, and evaluate programs, services, resources and activities.

18. Motivate and mentor personnel to envision and develop new concepts, funding, approaches, and methodology in the field of community college education and related support activities.

19. Provide leadership and empower the administrative team.

20. Provide leadership focusing on accountability and professional conduct.

21. Provide college employees the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development; promote a climate which encourages staff development and formulation of clear job objectives.

22. Review and evaluate the effectiveness of the college's organizational structure, key personnel, functions, programs, and services; implement operational changes as appropriate to increase efficiency, effectiveness, and quality of all college services.

23. Assure that all instructional, student services and administrative programs, services, activities, systems, policies and standards comply with applicable federal, state, local, and district laws, rules, regulations, policies and procedures.
24. Anticipate and identify legal issues and assure that administrators and managers are counseled in the development of strategies for resolution; and confer with legal counsel as appropriate.
25. Maintain current knowledge of applicable laws, trends, policies, procedures, and practices.
26. Assure that the highest legal and ethical standards are maintained and clearly communicated to college personnel, the chancellor, the board of trustees, and the community.
27. Ensure the safety and security of students; develop and implement emergency preparedness plans.
28. Propose strategies for selecting and retaining a diverse, high quality, full-time faculty, staff and administrators.
29. Select and extend offers of employment for faculty, administrators, and classified positions for the college; establish and communicate clear expectations for effective performance of employees' duties and responsibilities.
30. Train, guide, mentor, supervise, support, and evaluate the performance of direct subordinates; delegate and review assignments and projects; establish and monitor timelines and prioritize work; and evaluate work products and results.
31. Recommend transfers, reassignment, termination, and disciplinary action; motivate staff and resolve conflicts within the college and promote an environment of cooperation and mutual support among all campus staff.
32. Ensure the establishment of required internal and external committees; recommend or appoint committee members as appropriate; direct, review, and evaluate the efforts, activities, communications, and recommendations of college committees, task forces, and work groups.

College Advancement:

33. Provide leadership to the college foundation. Provide leadership for college fundraising and development of a strong alumni base.
34. Assure the timely review, analysis and evaluation of pending legislation, legal mandates, regulations, and guidelines which could affect the college's resources, programs, functions, and activities.
35. Assume a highly visible leadership role in the local community the college serves and build strategic partnerships with corporate, educational, and community-based organizations; represent the college to the community including other educational institutions, business interests, and service organizations, interact with leaders of the business and social communities within the college's local services area to identify and communicate emerging educational trends and seek alternative funding sources for the college.

36. Delegate responsibility to administrators for representing the college's interests in the local community and at state or national meetings; assure that information concerning college programs and services is available to the community and local organizations.
37. Maintain on-going contact with legislators to remain current regarding new and pending legislation related to state and federally-mandated instructional programs, funding and financial support, student services, and administration.
38. Represent the college to local, state, and federal governmental bodies and agencies; solicit and obtain financial support and other resources for new and enhanced instructional programs and services.
39. Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Minimum Qualifications:

Education:

An earned master's degree from an accredited college or university in education, business, or public administration, or related field.

Experience:

At least five years of demonstrated and responsible **senior executive** administrative experience, preferably in a higher education environment, with a broad variety of instructional and student services programs, and physical, fiscal and technology resources.

At least three years of experience managing a multi-million dollar budget in higher education.

Experience in a participatory governance environment in higher education.

Experience in and/or demonstrated knowledge of the role of the community colleges in economic and workforce development.

Desirable Qualifications:

Teaching experience; an earned doctorate from an accredited college or university.

Licenses and other Requirements:

A valid California driver's license.

Knowledge of:

Budget administration for a large, multi-faceted community college.

Contract negotiations and employee grievances at the community college level.

District organization, operations, and objectives.

Interpersonal skills including tact, patience, and diplomacy.

Local economic conditions, community leaders and service organizations.

Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.

Oral and written communication skills.
Policies, objectives, procedures, organization, operations, guidelines, programs, and services applicable to the administration of a community college.
Principles and practices of community college administration.
Principles and practices of effective leadership, management, and supervision.
Principles and practices of training, supervision, and performance evaluation.
Principles, theories, practices, methods, and procedures of public administration specifically related to higher education.
Programs and services of a community college district.
Progressive discipline procedures and documentation.
Public speaking techniques.
Participatory governance at the community college level.
Sound fiscal management policies as related to public institutions.
Student enrollment trends and demographic statistics of the community.
The role of community colleges in economic development.
Trends in academic, career technical, community, and contract education.

Ability to:

Adhere to negotiated collective bargaining agreements as mandated for California Community Colleges.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Assure compliance with local, state, and federal laws related to community colleges.
Assure the development, approval and administration of a consolidated and balanced annual College budget according to legal timelines.
Assure the preparation, maintenance, and retention of all required District reports, files, and data.
Be fiscally responsible, resourceful and creative in ways that will generate new revenue.
Be politically astute and communicate effectively with local, state, and federal legislators.
Build a sense of community within the College and establish viable linkages with external communities.
Communicate effectively with diverse constituencies within and outside the College.
Communicate clearly, concisely, and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Confer with legislators, community business leaders, and others regarding funding sources, cooperative instructional relationships, and other matters.
Create and maintain administrative and faculty environments that encourage and support innovation.
Delegate authority and responsibility to subordinates effectively.
Demonstrate dynamic, well-organized, and visionary leadership.
Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
Develop policy recommendations which will implement the district's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.
Develop and maintain a visible presence on the campus and in the community.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Envision, plan, develop, organize, administer, review, monitor, control, and evaluate all functions, programs, services and activities of the College including instruction, student services, and administration.
Establish and maintain a climate of trust and collegiality.
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Exercise initiative and work independently with little or no direction from the Chancellor. Identify needs and priorities and make decisions in a climate of competing interests.
Listen intently and communicate effectively with others in an inspirational, open, and responsive manner.

Maintain current knowledge of the educational and career technical needs of the community.

Maintain and establish positive relationships and partnerships on a district-wide level with the other college and district services.

Maintain rapport with all personnel at both colleges and District. Make effective public presentations.

Plan, organize, direct, administer, review, and evaluate all functions of the College including instruction, student services, and administration.

Prepare oral and written reports and recommendations.

Provide executive leadership and direction to administrators, managers, supervisors, faculty, and support staff.

Recognize the important roles of all parts of the college and district (e.g. academic, student services, administrative services, library, facilities, human resources, etc.)

Relate effectively to people of varied academic, cultural, and socioeconomic background using tact, diplomacy, and courtesy.

Review and analyze complex financial, statistical, and narrative data regarding all aspects of the District. Select, train, lead, mentor, direct, supervise, and evaluate the performance of subordinates effectively. Serve as a member of the Chancellor's executive staff.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and implement mandated participatory governance.

Work effectively with diverse populations, maximizing the benefits of diversity.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

Duties are primarily performed in an office environment or in meetings at a college, district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the board of trustees, community and state and federal leaders and the general public. May be required to attend afternoon or evening board meetings.

Physical Demands:

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.



Timeline for President (SC) Search 2018-19

SUMMER INTERSESSION 2018

| | |
|----------------------|---|
| May 2018 | Consultation Counsel to approve position; Committee composition Determined |
| June 25, 2018 | Board to ratify President Job Description (if needed) |
| June 25-July 2, 2018 | Edit and finalize Position Announcement, Position Brochure, Advertisements for publications |
| July 9-Aug. 31, 2018 | Position advertised – District receives applications |

FALL SEMESTER 2018

| | |
|---|--|
| Aug. 24 & 29, 2018 | Committee meets to finalize interview questions, writing assignment, presentation prompt, criteria for rating applications |
| Sept. 4-7, 2018 | HR prepares applications for review |
| Sept. 10-14, 2018 | Committee completes application screening |
| Sept. 17, 2018 | Committee chair (and any committee members wishing to be present) meet to draw the line and determine number of candidates to interview |
| Sept. 18-Oct. 1, 2018 | Chair (or Consultant) conducts reference checks on first level interviewees |
| Oct. 1-4, 2018 | Committee interviews candidates (first level interviews) |
| Oct. 4, 2018 | Chair (or Consultant) provides reference check report to Committee – Committee recommends candidates for second level interviews/public forums |
| Oct. 5-12, 2018 | Chair (or Consultant) conducts in-depth background checks on finalist candidates |
| Oct. 15-17, 2018 | Finalist Interview Week – Campus Forums |
| Oct. 29, 2018 (reg. Board Meeting or Spec Mtg.) | Board discussion regarding finalist candidates; Board provided in-depth background check information |
| | Regular Meeting of the Board of Trustees; appoint successful Finalist, approve contract, introduce the new President |

SPRING SEMESTER 2019

| | |
|---------------|---|
| Jan. 3, 2019 | New President projected start date (will be negotiated) |
| June 25, 2018 | |



**AMENDMENT TO
CONTRACT OF EMPLOYMENT
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KARIMA FELDHUS**

THIS AMENDMENT is made and entered into this 25th day of June, 2018, by and between the South Orange County Community College District (“District” or “Board”) and Dr. Karima Feldhus (“Dr. Feldhus”).

Paragraph 1. of the Contract is hereby amended to the following:

“1. Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships. Dr. Feldhus is to be employed as Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College. This is a temporary assignment with title change only through the end of the 2018-2019 Academic Year. Same rate of pay and \$0 increase of pay for the duration of the contract. Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

Except as expressly provided in this Amendment, all other provisions of the Agreement are unchanged and shall remain in effect.

This Amendment to Contract of Employment is hereby agreed to:

By: _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community
College District

Date: _____

By: _____
Karima Feldhus
Interim Vice President, Community
Education, Emeritus Institute, and K-12
Partnerships, Saddleback College

Date: _____

June 25, 2018



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ASSISTANT DEAN OF HEALTH SCIENCES &
HUMAN SERVICES/DIRECTOR OF NURSING
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
ESTHER GRAVIS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Ms. Esther Gravis (hereinafter "Ms. Gravis").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean of Health Sciences & Human Services/Director of Nursing. Ms. Gravis is hereby employed as Assistant Dean of Health Sciences & Human Services/Director of Nursing at the District's Saddleback College campus for a period of time commencing on June 1, 2018, and ending on June 30, 2020, or sooner. The Assistant Dean of Health Sciences & Human Services/Director of Nursing is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Ms. Gravis shall perform all of the powers and duties of the position of Assistant Dean of Health Sciences & Human Services/Director of Nursing at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Gravis may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall be paid at Range 20, Step 1, \$130,992 per annum (\$10,916 per month), of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Assistant Dean of Health Sciences & Human Services/Director of Nursing's salary from time to time. Any adjustment in

salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Gravis shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Ms. Gravis shall accrue one day of sick leave for each full month of employment during the term of the Agreement. Ms. Gravis shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Gravis may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Gravis reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Gravis shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Dean of Health Sciences & Human Services.

6. Performance Evaluations.

6.1 The Dean of Health Sciences & Human Services will provide Ms. Gravis with periodic opportunities to discuss the Dean/Assistant Dean relationship.

6.2 The Dean of Health Sciences & Human Services will set Ms. Gravis' goals for the 12-month period by June 20 of each college year. Ms. Gravis' performance in achieving those goals and carrying out her other duties will be evaluated by the Dean by June 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Gravis, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Gravis in the performance of the duties of Assistant Dean of Health Sciences & Human Services/Director of Nursing at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Gravis for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Gravis with a monthly stipend of \$125 to cover use of a personal automobile within Orange County

8. Fringe Benefits The District shall provide to Ms. Gravis, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Ms. Gravis, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code Section 72411. However, no later than December 31, 2019, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Gravis in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Gravis, this Agreement will terminate effective at the close of business on June 30, 2020. If Ms. Gravis has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean of Health Sciences & Human Services/Director of Nursing may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for three additional years under the same terms and conditions as are set forth herein.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Assistant Dean of Health Sciences & Human Services/Director of Nursing with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Assistant Dean of Health Sciences & Human Services/Director of Nursing shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Assistant Dean of Health Sciences & Human Services/Director of Nursing may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean of Health Sciences & Human Services/Director of Nursing, provide the Assistant Dean of Health Sciences & Human Services/Director of Nursing with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Gravis has previously acquired tenure in the District as a faculty member, she shall be so assigned upon the termination of this Agreement, and the terms and conditions of her employment will be the same as any other similarly situated faculty member. Termination of Ms. Gravis from her employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 et. seq., and 87660 et. seq. Effective the date of this agreement, she will be placed on Class IV, Step 5 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Assistant Dean of Health Sciences & Human Services/Director of Nursing with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall receive an amount equivalent to not more than twelve (12) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Ms. Gravis' right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
Esther Gravis
Assistant Dean of Health Sciences
& Human Services/Director of Nursing
Saddleback College

Dated _____

June 25, 2018



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ACTING INTERIM DEAN OF SOCIAL AND BEHAVIORAL SCIENCES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JAMES “KRIS” LEPPHEN-CHRISTENSEN**

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement”) is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the “District” or “Board”, as appropriate) and Dr. James “Kris” Leppien-Christensen (hereinafter “Dr. Leppien-Christensen”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Acting Interim Dean of Social and Behavioral Sciences. Dr. Leppien-Christensen is hereby employed as Acting Interim Dean of Social and Behavioral Sciences at the District’s Saddleback College campus for a temporary period of time commencing on June 6, 2018, and ending on December 19, 2018, or sooner. This position is temporary according to Title 5 Regulations 53021 (b)(1). Acting Interim Dean of Social and Behavioral Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).
2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
3. Powers and Duties. Dr. Leppien-Christensen shall perform all of the powers and duties of the position of Acting Interim Dean of Social and Behavioral Sciences at Saddleback College, as set forth in the position description, and such other duties as may be assigned.
4. Salary. Salary paid to the Acting Interim Dean of Social and Behavioral Sciences shall be paid at Range 22, Step 3, \$159,204 per annum (\$13,267 per month), of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Acting Interim Dean of Social and Behavioral Sciences’ salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.
5. Professional Schedule and Vacation. Dr. Leppien-Christensen shall be required to render service of full and regular service to the District during each monthly period covered by this Agreement, or any successor. Dr. Leppien-Christensen’ sick leave and vacation accruals will be prorated for actual time worked during the term of this agreement. Upon termination or expiration of this Agreement, Dr. Leppien-

Christensen shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the College Vice President for Instruction.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Dr. Leppien-Christensen with periodic opportunities to discuss the Vice President/Acting Interim Dean relationship.

6.2 The Vice President for Instruction will set Dr. Leppien-Christensen' goals for the period during his interim assignment. Dr. Leppien-Christensen' performance in achieving those goals and carrying out his other duties will be discussed with the Vice President for Instruction. In meeting these goals and in carrying out his duties, an evaluation may be performed.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Leppien-Christensen, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Leppien-Christensen in the performance of the duties of Acting Interim Dean of Social and Behavioral Sciences at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Leppien-Christensen for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Leppien-Christensen with a monthly stipend of \$250 to cover use of a personal automobile within Orange County.

8. Fringe Benefits The District shall provide to Dr. Leppien-Christensen, his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Leppien-Christensen, his spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 This agreement will expire at the close of business on December 19, 2018, or sooner, without any further notice to Dr. Leppien-Christensen by the District. The provisions of Education Code Section 72411(a), (b), and (c) shall not apply to this Agreement.

9.3 This Agreement may be terminated for convenience by either party prior to its expiration by giving not less than five (5) working days' notice. Upon the effective date of the termination pursuant to this Section 9.3 of the Agreement, the District's obligations with respect to salary shall cease.

9.4 Upon termination or expiration of this Agreement, Dr. Leppien-Christensen shall return to his last permanent position, pursuant to Education Code 87454. Neither the provisions of Education Code Section 87458, nor those of Board Policy 4091, shall apply.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY

COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
James "Kris" Leppien-Christensen
Acting Interim Dean of Social and Behavioral Sciences
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
INTERIM ATHLETICS DIRECTOR/ASSISTANT DEAN
OF KINESIOLOGY AND ATHLETICS
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
TONY LIPOLD**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Mr. Tony Lipold (hereinafter "Mr. Lipold").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Athletics Director/Assistant Dean of Kinesiology & Athletics. Mr. Lipold is hereby employed as Interim Athletics Director/Assistant Dean of Kinesiology & Athletics at the District's Saddleback College campus for a temporary period of time commencing on July 1, 2018, and ending on December 19, 2018, or sooner. This position is temporary according to Title 5 Regulations 53021 (b)(1). Athletics Director/Assistant Dean of Kinesiology and Athletics is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Mr. Lipold shall perform all of the powers and duties of the position of Interim Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Kelly may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Athletics Director/Assistant Dean of Kinesiology and Athletics shall be paid at 47.85% of Range 20, Step 8 \$15,358 per month (\$7,348.80 per month) which is 19 hours per week, according to the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in six (6) equal monthly installments with proration for a period of less than a full month of service. The Board reserves the right to increase the Interim Athletics Director/Assistant Dean of

Kinesiology and Athletics' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Lipold shall be required to render service for six (6) months of full and regular service to the District during each monthly period covered by this Agreement, or any successor.

6. Performance Evaluations.

6.1 The Dean of Kinesiology & Athletics will provide Mr. Lipold with periodic opportunities to discuss the Dean/Interim Athletics Director/Assistant Dean relationship.

6.2 The Dean of Kinesiology & Athletics will set Mr. Lipold's goals for the period during his interim assignment. Mr. Lipold's performance in achieving those goals and carrying out his other duties will be discussed with the Dean of Kinesiology & Athletics. In meeting these goals and in carrying out his duties, an evaluation may be performed.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Lipold, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Lipold in the performance of the duties of Interim Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Lipold for travel expenses outside the County of Orange in accordance with District policies and procedures.

8. Fringe Benefits. As a retiree of the south Orange County Community College District, Mr. Lipold is currently receiving retiree benefits/Plan 65 medical. No other benefits will be provided.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 This agreement will expire at the close of business on December 19, 2018, or sooner, without any further notice to Mr. Lipold by the District. The provisions of Education Code Section 72411(a), (b), and (c) shall not apply to this Agreement.

9.3 This Agreement may be terminated for convenience by either party prior to its expiration by giving not less than five (5) working days' notice. Further, upon the hiring of a new Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College, the Governing Board may terminate this Agreement without any notice to Mr. Lipold. Upon the effective date of the termination pursuant to this Section 9.3 of the Agreement, the District's obligations with respect to salary shall cease.

8.4 Upon termination or expiration of this Agreement, Mr. Lipold's employment with the District shall cease, and Mr. Lipold shall have no rights to continued employment with the District. Neither the provisions of Education Code Section 87458, nor those of Board Policy 4091, shall apply.

9. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

10. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

11. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

12. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
Tony Lipold
Interim Athletics Director/Assistant Dean of
Kinesiology and Athletics
Saddleback College

Dated _____

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

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

STATUS

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

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

RECOMMENDATION

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

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

A. NEW PERSONNEL APPOINTMENTS

1. **ADMINISTRATIVE EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. FELDHUS, KARIMA (Employee ID# 014072) is to be employed as Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College. This is a temporary assignment with title change only through the end of the 2018-2019 Academic Year. (Please see Exhibit B, Attachment 1)
- b. ¹GRAVIS, ESTHER (Employee ID# 018676) is to be employed as Assistant Dean, Health Sciences & Human Services/Director of Nursing, Pos. #P0004626, Division of Health Sciences and Human Services, Saddleback College, effective June 1, 2018. Approximate Salary Placement: Range 20, Step 1. This is a permanent replacement for Diane Pestolesi who was promoted to Dean of Health Sciences & Human Services. **Education:** MS, Nursing/MS Health Administration, University of Phoenix; BS, Nursing, University of Phoenix. (Please see Exhibit B, Attachment 2)
- c. ²LEPPIEN-CHRISTENSEN, JAMES (Employee ID# 014343) is to be employed as Acting Interim Dean of Social and Behavioral Sciences, Pos. #P0004612, Division of Social and Behavioral Sciences, Saddleback College, effective June 6, 2018. Approximate Salary Placement: Range 22, Step 3. This is a temporary replacement for Christina Hinkle, who will be on leave. **Education:** Ph.D., Psychology, Staybrook Graduate School and Research Center; M.A., General Experimental Psychology & B.A., Psychology, California State University, San Marcos. (Please see Exhibit B, Attachment 3)
- d. ³LIPOLD, ANTHONY (Employee ID# 011210) is to be employed as Interim Athletics Director/Assistant Dean of Kinesiology and Athletics, Pos. #P0013688, Division of Kinesiology and Athletics, Saddleback College, effective July 1, 2018. Approximate Salary Placement: Range 20, Step 8 (hours to be determined based upon the CalSTRS \$45,022.00 earning cap). This is a temporary hire until the permanent position is filled. **Education:** M.S., Educational Administration, National University; B.A., History, California State University, Fullerton. (Please see Exhibit B, Attachment 4)

¹ Current Interim Dean of Health Sciences & Human Services/Director of Nursing, Saddleback College

² Current Full Time Faculty (Psychology), Saddleback College

³ CalSTRS Retiree

2. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. ⁴AKHAVAN, SUSAN, is to be employed as ESL Instructor, Pos. #P0012789, School of Humanities and Languages & Learning Resources, Irvine Valley College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. This is a new position approved by the Board of Trustees on November 13, 2017. **Education:** M.A., Linguistics/TESOL, California State University, Long Beach; M.A., Political Science, California State University, Fresno; B.A., Business/Spanish, California State University, Fresno; B.A., Spanish, Universidad Complutense, Madrid.
- b. FOOTE, ALAN is to be employed as CIM Instructor, Pos. #P0001699, Economics & Workforce Development and Business Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Pat Sullivan, who has retired. **Education:** Ph.D., Management, Walden University; M.B.A., Business Administration, University of Baltimore; B.A., Business Administration, Pennsylvania State University.
- c. ⁵GABDRAKHMANOVA, FARIDA (Employee ID# 018058), is to be employed as Interior Design Instructor, Pos. #P0001308, Advanced Technology & Applied Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a replacement position for Arlene Thomas, who has retired. **Education:** M.A., Interior Architecture, Cal Poly Pomona; M.S., Physics, Moscow Institute of Physics and Technology; A.A., Interior Design, Saddleback College.
- d. ⁶HYLAND, BRITTANY is to be temporarily employed for Fall semester 2018 as a replacement Physics Instructor Pos #P0001603, Division of Math, Science & Engineering, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range V, Step 1. This is a Temporary replacement position for Katherine Meyer-Canales, who is currently on leave. **Education:** Ph.D., M.S., Physics, University of California, Irvine; B.A., Physics, Chemistry, University of Colorado, Boulder.
- e. ROSA, STEVE is to be employed as Dance Instructor, Pos. #P0001770, Kinesiology & Athletics, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Dorothy Garant, who has retired. **Education:** M.F.A., Dance, University of California, Irvine; B.A., Art (Photography), University of California, Los Angeles.
- f. ⁷SHAW, CHARLES is to be employed as Automotive Technology Instructor, Pos. #0001467, Advanced Technology & Applied Science, Saddleback College, effective August 13, 2018. Approximate Salary Placement: Range I, Step 1. This is a replacement position for Vincent Pollizzi, who has resigned. **Education:** A.A., Automotive Technology, Chaffey College.

⁴ Current Part time Faculty (English as a Second Language, Irvine Valley College)

⁵ Current Part time Faculty (Interior Design, Saddleback College)

⁶ Current Part time Faculty (Physical Sciences, Saddleback College)

⁷ Current Part time Faculty (Automotive Technology, Saddleback College)

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

| <u>Applicant</u> | <u>Highest Degree</u> | <u>Assignment</u> | <u>Approx. Salary Placement</u> | <u>Start Date</u> |
|----------------------|------------------------|---------------------|---|-------------------|
| Alpay, John | JD/Law | Business/SC | 5 | 08/20/18 |
| Bairam, Etem | MA/Geography | Geography/SC | 2 | 08/20/18 |
| Brown, Stephan | MA/Chemistry | Chemistry/IVC | 2 | 08/20/18 |
| Butenko, Anton | MA/Mathematics | Mathematics/IVC | 2 | 08/20/18 |
| Cooper, Michael | PhD/Photonics | Physics/IVC | 5 | 05/29/18 |
| Drzanek, Elsy | BA/Medical Technology | Medical Lab Tech/SC | 1 | 08/20/18 |
| Douglass, Julie | MA/TESOL | ESL/SC | 2 | 05/29/18 |
| Dumouchel, Daniel | BA/Political Science | CIM/SC | 1 | 08/20/18 |
| Galindo, Christian | MS/Public Horticulture | Horticulture/SC | 2 | 08/20/18 |
| Goodale, Sif Ida | MA/History | History/SC | 2 | 08/20/18 |
| Grisaham, Melinda | MA/Nursing Education | Nursing/SC | 2 | 08/20/18 |
| Estrada, Diana-Sofia | MA/ Art | Emeritus/IVC | 2 | 08/20/18 |
| Keating, Kevin | MA/TESL | ESL/SC | 2 | 08/20/18 |
| McElfish, Wendy | MA/English | CIM/SC | 2 | 05/29/18 |
| Meyer, Noreen | BA/Computer Tech | CIM/SC | 1 | 05/29/18 |
| Nies-Cirald, Kristen | BA/English | CIM/SC | 1 | 05/29/18 |
| Nolan, Colleen | MA/Nursing Education | Nursing/SC | 2 | 08/20/18 |
| Perry, Donald | PhD/Chemistry | Chemistry/IVC | 5 | 08/20/18 |
| Piguillem, Andrea | MA/Family Nurse Prac. | Nursing/SC | 2 | 08/20/18 |
| Reese, Rick | MFA/Studio Art | Art/SC | 3 | 08/20/18 |
| Rigby, Jeff | MA/Anthropology | Anthropology/IVC | 5 | 05/29/18 |
| Roberson, Russell | MA/Chemistry | Chemistry/IVC | 2 | 08/20/18 |
| Rosen, Zachary | Equivalency | Speech/SC | 1 | 08/20/18 |
| Sayegh, April | MFA/Theatre Mgmt | Theatre Arts/SC | 2 | 05/29/18 |
| Sullivan, Scott | PhD/Physics | Physics/IVC | 5 | 05/29/18 |
| Terrazas, Cassandra | MA/Ed. Counseling | Counseling/SC | 2 | 05/29/18 |
| Toma, Lucian | MA/Sustainable Develop | Horticulture/SC | 2 | 08/20/18 |

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017, 2017/2018 and 2018/2019 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed Amount (\$)</u> | <u>Effective Date</u> |
|--------------------|----------------------------------|--------------------------------------|-----------------------|
| Adams, Brittany | Chair, Humanities | \$329.28 | 05/29/18-08/12/18 |
| Akhavan, Susan | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Anderson, Mike | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Bailey, Cheryl | Academic Senate Recorder | \$4,098.00 | 08/21/18-12/20/18 |
| Barasch, Ron | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Barrett, Victoria | Mentoring Student Choreographers | \$325.00 | 01/12/18-04/01/18 |
| Bobrick, Alexis | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Braus, Shirley | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Brown, Kevin | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Burnham, Stephanie | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Carson, Raymond | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Choun, Jinhee | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Chung, Casey | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |

ADDITIONAL COMPENSATION: GENERAL FUND (continued)

| | | | |
|--|----------------------------------|---------------------|-------------------|
| Cruz, Raul | Mentor, Spring Dance Concert | \$1,500.00 | 01/19/18-05/05/18 |
| DeRoulet, Daniel | Writing Center Facilitator | \$1,366.00 | 08/20/18-12/19/18 |
| Do, Anhvy | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Doherty, Michelle | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Drury, Derrick | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Edwards, Robby | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Granillo, Christine | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Granillo, Christine | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Gray, Sarah | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Hildebrand, Colleen | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Holbrook, Taylor | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Huggett, Danelle | Facilitator, WR 399 Project | \$1,050.00 | 08/21/17-12/20/17 |
| Huggett, Danelle | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Jankovic, Teresa | Dance Rehearsal Coverage | \$300.00 | 03/05/18-04/05/18 |
| Johnson, Jeffrey | WR 399 Participant- Summer 2017 | \$658.56 | 05/30/17-08/12/17 |
| Johnson, Shauna | WR 399 Participant | \$823.20 | 01/16/18-05/23/18 |
| Kibler-McNerney, J. | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Knygnytska-J., Maria | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Laidemitt, Heidi | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Livote, Michelle | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Lo, Chelsea | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Long, Lewis | Chief Negotiator, Faculty Assoc. | \$4,098.00 | 05/29/18-08/12/18 |
| Long, Lewis | Chair, English | \$3,824.80 | 05/29/18-08/12/18 |
| Luther, Barbara | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Lutz, Sunita | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Makino, Mark | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Makino, Mark | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Man, Gina | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Matthews, E. | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| McMahan, Terri | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Meyer, Kurt | President, Faculty Association | \$4,098.00 | 05/29/18-08/12/18 |
| Miller, Rachel | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Mohr, Cheryl | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Ng, Alan | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Perlman, Randi | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Perlman, Randi | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Pollard, Erin | LGBTQ Safe Space Training | \$535.08 | 01/10/18-01/10/18 |
| Ramirez, Christian | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Rivas, Daniel | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Stern, Heather | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Stern, Heather | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Tchaikovsky, Bennet | Co-Chair, Business Science | \$819.60 | 05/29/18-08/12/18 |
| Vaught, Karen | WR 399 Participant- Winter 2018 | \$288.12 | 01/05/18-01/05/18 |
| Vaught, Karen | WR 399 Participant | \$823.20 | 01/16/18-05/23/18 |
| Warner, Brent | Participant- ESL 361 Curriculum | \$205.80 | 06/01/18-06/30/18 |
| Zilkow, Christina | ESL Faculty Training | \$123.48 | 01/12/18-01/12/18 |
| Total for Month: General Fund/IVC | | \$33,127.68 | |
| 2017-2018 IVC FISCAL YEAR TOTAL TO DATE | | \$508,491.84 | |

ADDITIONAL COMPENSATION: GENERAL FUND (continued)

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 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> |
|---|------------------------------------|--|-----------------------|
| Duffy, Michelle | Academic Senate Secretary | \$2,576.00 | 05/29/18-08/12/18 |
| Fredrickson, Scott | Academic Senate Vice President | \$2,576.00 | 05/29/18-08/12/18 |
| Gilman, Bruce | Academic Senate Vice President | \$2,576.00 | 05/29/18-08/12/18 |
| Goulding, Carrie | OER Adoption #1, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Goulding, Carrie | OER Adoption #2, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Murray, Pete | Chair, Humanities/Philosophy | \$819.60 | 05/29/18-08/12/18 |
| Quinlan, Emily | OER Adoption, Summer '18 | \$500.00 | 06/01/18-07/30/18 |
| Stephens, Blake | Academic Senate President, + other | \$4,098.00 | 05/29/18-08/12/18 |
| Valdez, Deanna | Flex Week Coordinator | \$5,464.00 | 05/29/18-08/12/18 |
| Walsh, Dan | Academic Senate President Elect | \$2,576.00 | 05/29/18-08/12/18 |
| Total for Month: General Fund/Saddleback College | | \$22,185.60 | |
| 2017-2018 SC FISCAL YEAR TOTAL TO DATE | | \$1,175,291.79 | |

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 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> |
|--|------------------------------------|--|-----------------------|
| Griffin, April | Facilitator- Summer Bridges | \$1,646.40 | 07/09/18-07/20/18 |
| Kehoe, Kelly | Assist. Coordinator-Summer Bridges | \$2,469.60 | 05/29/18-08/10/18 |
| Monacelli, Brian | CTE-Laser Tech Summer '18 Project | \$885.00 | 05/29/18-07/30/18 |
| Rios, Liza | Facilitator- Summer Bridges | \$1,646.40 | 07/23/18-08/03/18 |
| Tanriverdi, Fawn | EOPS-CARE Faculty Coordinator | \$3,442.00 | 08/20/18-12/19/18 |
| Wolken, Matthew | Facilitator- Summer Bridges | \$617.40 | 07/09/18-07/20/18 |
| Total for Month: Non-General Fund/Irvine Valley College | | \$10,706.80 | |
| 2017-2018 IVC FISCAL YEAR TOTAL TO DATE | | \$273,018.98 | |

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 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> |
|-------------------|-----------------------------------|--|-----------------------|
| Allah, Nancy | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Bagwell, Janet | LVLUP- Sup. Wrkgrp/Read/Counsel | \$205.80 | 01/29/18-05/23/18 |
| Barlow, Daniel | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Barr, Douglas | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Beckham, Jack | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Beckham, Jack | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Boustani, Ladi | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Boustani, Ladi | LVLUP- AHE Peer Academy | \$41.16 | 04/27/18-04/27/18 |
| Bowles, Christina | Emergency Nursing Curriculum Dev. | \$3,004.68 | 05/01/18-05/23/18 |
| Brunner, Janelle | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Casil, Amy | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |

ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND (continued)

| | | | |
|---------------------|-----------------------------------|------------|-------------------|
| Christensen, Sheryl | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Cox, Barbara | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Cubbage, April | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Douvillier, Aaron | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Engels, Michael | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Gilbert, Annie | Adult Ed. Faculty Coordination | \$4,815.72 | 06/04/18-07/03/18 |
| Gonzalez, Sara | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Gonzalez, Sara | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Goulding, Carrie | BSI Co-Chair | \$2,058.00 | 01/03/18-05/15/18 |
| Goulding, Carrie | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Goulding, Carrie | LVLUP- Sup. Acad/Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Gregory, Eric | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Gronnerud, Kathleen | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Gross, Cindy | Emergency Nursing Curriculum Dev. | \$3,004.68 | 05/01/18-05/23/18 |
| Gross, Cindy | Geriatric Remediation Curriculum | \$3,004.68 | 06/01/18-06/30/18 |
| Hayter, Catherine | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Hayter, Catherine | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Ibbotson, Jill | Adult Ed. Faculty Coordination | \$4,651.08 | 07/05/18-08/02/18 |
| Jenkins, Tina | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Jenks, Greg | Guest Lecture Series Speaker | \$150.00 | 05/18/18-05/18/18 |
| Jennison, Elizabeth | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Kaefer, Kenneth | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Kihyet, Connie | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Knapp, Rebecca | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Lively, Brian | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Luke, Gary | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Marchioni, Rachel | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Marchioni, Rachel | SSSP PT Counselors Workshop | \$123.48 | 01/02/18-04/30/18 |
| May, Carol | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Medling, Jane | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Meyer, Clifford | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Meyer, Clifford | Renew BAR Instructor license | \$335.68 | 06/05/18-06/05/18 |
| Montoya, Jesus | Part Time Counseling Institute | \$102.90 | 03/01/18-05/23/18 |
| Montoya, Jesus | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Moussatche, Sierra | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Murray, Peter | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Myhren, Brett | LVLUP- AHE Peer Facilitator | \$205.80 | 04/27/18-04/27/18 |
| Navarro, Jonathan | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Ochi, Shellie | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Ochi, Shellie | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Peck, Paris | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Renault, Irene | LVLUP- Sup. Wrkgrp/Read/Counsel | \$205.80 | 01/29/18-05/23/18 |
| Renault, Irene | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Roffel, Frank | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Sauter, Brooke | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Seaman, Carolyn | LVLUP- Sup. Acad./Couns. Meeting | \$41.16 | 05/04/18-05/04/18 |
| Selff, Sean | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Shaffer, Gina | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Shaw, Charles | PicoScope: Mechanical Diagnosis | \$335.68 | 05/05/18-05/05/18 |
| Shaw, Kat | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |

ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND (continued)

| | | | |
|---|-----------------------------------|---------------------|-------------------|
| Stanfield, Scott | SSSP Assessment Spring '18 Reader | \$329.28 | 01/02/18-05/25/18 |
| Toscano, Laura | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Tuominen-L., Kathy | LVLUP- Prof. Dev.- AHE Counsel. | \$82.32 | 04/27/18-04/27/18 |
| Vogel, Jeff | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Watt, Deb | SSSP PT Counselors Workshop | \$123.48 | 11/01/17-11/30/17 |
| Watt, Deb | LVLUP- Prof. Dev.- AHE Counsel | \$82.32 | 04/27/18-04/27/18 |
| Wilson, Steve | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Yeganehshakib, R. | LVLUP- AHE Peer Academy | \$82.32 | 04/27/18-04/27/18 |
| Zimmerman, Ray | LVLUP- Prof. Dev.- SLOs | \$82.32 | 05/03/18-05/03/18 |
| Zimmerman, Ray | LVLUP- Sup. Acad./Couns. Meeting | \$82.32 | 05/04/18-05/04/18 |
| Zoval, Jim | PI Support for NSF Grant | \$2,181.48 | 01/16/18-05/23/18 |
| Total for Month: Non-General Fund/Saddleback College | | \$30,708.54 | |
| 2017-2018 SC FISCAL YEAR TOTAL TO DATE | | \$501,714.91 | |

D. RATIFICATION OF UPDATED JOB DESCRIPTION-PRESIDENT (SADDLEBACK COLLEGE) AND RECRUITMENT TIMELINE

In preparation for the Saddleback College President Search Recruitment, Consultation Counsel has approved minor revisions to PRESIDENT – JC #712 – Range 27 Job Description. (Please see Exhibit A, Pages 9-15 showing highlighted revisions). Request ratification from Board to move forward with revised job description, recruitment and timeline (Exhibit A, Page 16).

E. EXTENSION OF ADMINISTRATIVE TEMPORARY ASSIGNMENT (Ratified-Pursuant to Board Policy 4002.1)

1. KELLY, WILLIAM, ID #001233), Acting Board Policies and Administrative Regulations Program Director, Pos. #P0004649, Office of Administrative and Business Services, District, Academic & Classified Administrators/Classified Managers Salary, Range 19, Step 6, 27.48% of full time (11 hours per week), temporary assignment is to be extended effective July 1, 2018 through December 31, 2018, or sooner.

F. REDUCED CONTRACT REQUEST LEAVE

1. HUNTLEY, TONY (Employee ID# 004666), Biology Instructor, Division of Mathematics, Science, and Engineering, Saddleback College, has requested a Reduced Contract Leave for the Fall 2018 Semester. Dr. Huntley will have a reduction of 3 LHE, which represents 90% FTE for the year. Annual salary will be reduced 10%, and he will earn 90% of one year CalSTRS Service Credit. Medical, Dental and Vision benefits are unchanged. All approval steps of the Academic Employee Master Agreement 2015-2018 (Page 77 of 91) have been taken.

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. CASTILLO-GARRISON, ESTELLA, ID# 014352, Dean, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, Position #P0004982, resignation effective May 29, 2018. Payment is authorized for any compensated time off. (Start date: July 25, 2005)
2. CHANNING, MICHAEL, ID #001135, English Composition Instructor, Division of Liberal Arts, Saddleback College, Position #P0001505, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 23, 1979)

RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT (continued)

3. DUQUETTE, JAN, ID #001121, Kinesiology Instructor, Division of Kinesiology and Athletics, Saddleback College, Position #P0004731, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 22, 1977)
4. GROFF, REBECCA, ID #0018187, Counselor, Students and Counseling Services, Irvine Valley College, Position #P0002133, resignation effective May 24, 2018. Payment is authorized for any compensated time off. (Start date: August 1, 2011)
5. JOHNSON, WINIFRED, ID# 023434, Acting Executive Director of the College Foundation, Saddleback College, Position #P0012563, resignation effective June 30, 2018. Payment is authorized for any compensated time off. (Start date: November 13, 2017)
6. ZIEHM, CAROL, ID #002407, English/Journalism Instructor, Division of Liberal Arts, Saddleback College, Position #P0001566, retirement effective May 25, 2018. Payment is authorized for any compensated time off. (Start date: August 16, 1999)

PRESIDENT – JC #712 – Range 27
Irvine Valley College, Saddleback College
(Academic Administration)

DEFINITION

To serve as educational leader and Chief Executive Officer at one of two community colleges in a multi-college district reporting to the Chancellor; assure the delivery of educational and other services provided by assigned college; provide visionary leadership in the overall administration of the college; develop an administrative organization which shall be the established authority on campus; develop and implement the district and college's strategic plan and implement Board of Trustee policies and district administrative procedures; and serve as the final authority at the college level.

To report to the Chancellor and execute all powers and duties in accordance to rules and regulations of the Board of Trustees, Board of Governors of the California Community Colleges, and the laws of the State of California; serve as the institutional leader and implement board policies and administrative regulations as applicable to the position; serve under contract and establish annual goals, which are approved by the Chancellor; and advise the Chancellor on matters related to District planning, policies, operations, as they affect the diverse body of students and employees at the college.

To formulate and articulate a vision of the college's future that addresses the evolving social, economic, and political forces that affect its mission and campus priorities, in which teaching, learning, student access and student success are central to the college mission.

To maintain effective working relationships with faculty, staff and students, as well as on a district-wide basis with the other college and district services; and advocate for the community college using a collaborative, collegial leadership style that also supports the district's strategic plan and achievement of the district-wide goals and objectives.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the district; lead by example; actively participate in and support district-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and evaluation from the Chancellor. The President is a district team member on the Chancellor's Executive Council and on other committees and councils directed and delegated by the Chancellor.

Provides leadership and direction to the academic Vice President for Instruction, the academic Vice President for Student Services, the Vice President for College Administrative Services, other academic administrator and classified management personnel and related support staff.

EXAMPLES OF DUTIES AND RESPONSIBILITIES - (Listed examples may not include all tasks performed by positions assigned to this class.)

General

1. Keeps the Chancellor fully informed of important campus matters. Prepares all recommendations/resolutions concerning the college and submits them to the Chancellor with final
- June 25, 2018

approval subject to the Board of Trustees, as appropriate. Recommends personnel decisions to the

Chancellor. Recommends the overall organizational structure to the Chancellor. Provides leadership for the planning and development of instructional and student services programs, as well as general leadership of the college operations. Provides overall leadership for the College's accreditation process. Develops and maintains channels of communication with faculty, administrators, managers and staff regarding all aspects of college operations including curriculum, instruction, budget, administrative services, institutional planning, maintenance, student services, and educational planning.

Planning and Fiscal Management:

2. Provide leadership in the development and implementation of a sustainable master plan and integrated strategic plan based on on-going institutional research which considers accreditation standards and student success issues and which drives the budget process and resource allocation.
3. Envision, plan, formulate, develop, implement, review and evaluate short- and long-range goals and objectives and policies, standards and outcomes which are in support of the educational and facilities master plan and the instructional needs of the college's local community.
4. Develop and monitor the college budget and assume fiscal responsibility; and ensure that financial resources are allocated efficiently and effectively.

Academic Quality and Student Success:

5. Promote and support learning, teaching, and student success, including the maintenance and improvement of quality instructional and support services.
6. Assure optimum services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government, and other clubs and organizations, tutorial services, financial aid, and assistance programs for students with disabilities.
7. Ensure innovative and cost-effective formulation, development and implementation of state-of-the-art educational, training and enrichment opportunities for students that assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.
8. Provide leadership in the development and implementation of career technical education to meet the needs in the local community.
9. Encourage the assessment and improvement of instructional methodology, technology and materials; ensure the development, modification and enhancement of the curriculum; review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry, veterans and high school advanced placement students.
10. Provide leadership in the development and implementation of a comprehensive enrollment management plan.
11. Ensure development and implementation of corrective action, improvements, or additional programs and services which are efficient, effective and responsive to the needs of the local community and college.

12. Provide for the timely and accurate preparation, distribution, and storage of reports related to the college's programs, services, activities, financial resources, and budget; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of budgetary reports to facilitate attainment of short- and long-range plans.

District Responsibilities:

13. Serve as a member of the Chancellor's Executive Council and participate in establishing and achieving institutional goals in accordance with the district's educational master plan; ensure that college short- and long-range plans for all campus functions are developed in coordination with the leadership of other district entities; assume significant responsibility to provide clear direction and leadership regarding college and district plans and goals; communicate plans and goals to the community, faculty, staff, and administrators, and assist the Chancellor to provide and communicate a plan for evaluating progress toward those goals; and, work cooperatively and collaboratively with Chancellor's Executive Council.

14. Build trust among all constituencies in the college and district through a commitment to transparency, participatory governance, collaboration, collegiality, and cooperation.

15. Attend board meetings and present information as needed; confer with college and district administrators regarding board agenda items and management issues involving college programs and services, including recommendations for new or revised policies and procedures; and assure that all board policies, administrative regulations, and legislative directives are carried out in all areas of the college.

Management and Administration:

16. Provide a participatory governance process; work closely with district and college administrators and leaders of the academic and classified senates to establish and achieve institutional goals in accordance with the district's and college's educational and facilities master plan.

17. Provide leadership and executive direction through subordinate academic administrators and classified management of all functions, programs, services, operations, activities, and academic and classified personnel related to instruction, student services, and administration; review, monitor, control, promote, and evaluate programs, services, resources and activities.

18. Motivate and mentor personnel to envision and develop new concepts, funding, approaches, and methodology in the field of community college education and related support activities.

19. Provide leadership and empower the administrative team.

20. Provide leadership focusing on accountability and professional conduct.

21. Provide college employees the opportunity to successfully achieve high standards in their work by fostering a culture of teamwork and professional and leadership development; promote a climate which encourages staff development and formulation of clear job objectives.

22. Review and evaluate the effectiveness of the college's organizational structure, key personnel, functions, programs, and services; implement operational changes as appropriate to increase efficiency, effectiveness, and quality of all college services.

23. Assure that all instructional, student services and administrative programs, services, activities, systems, policies and standards comply with applicable federal, state, local, and district laws, rules, regulations, policies and procedures.
24. Anticipate and identify legal issues and assure that administrators and managers are counseled in the development of strategies for resolution; and confer with legal counsel as appropriate.
25. Maintain current knowledge of applicable laws, trends, policies, procedures, and practices.
26. Assure that the highest legal and ethical standards are maintained and clearly communicated to college personnel, the chancellor, the board of trustees, and the community.
27. Ensure the safety and security of students; develop and implement emergency preparedness plans.
28. Propose strategies for selecting and retaining a diverse, high quality, full-time faculty, staff and administrators.
29. Select and extend offers of employment for faculty, administrators, and classified positions for the college; establish and communicate clear expectations for effective performance of employees' duties and responsibilities.
30. Train, guide, mentor, supervise, support, and evaluate the performance of direct subordinates; delegate and review assignments and projects; establish and monitor timelines and prioritize work; and evaluate work products and results.
31. Recommend transfers, reassignment, termination, and disciplinary action; motivate staff and resolve conflicts within the college and promote an environment of cooperation and mutual support among all campus staff.
32. Ensure the establishment of required internal and external committees; recommend or appoint committee members as appropriate; direct, review, and evaluate the efforts, activities, communications, and recommendations of college committees, task forces, and work groups.

College Advancement:

33. Provide leadership to the college foundation. Provide leadership for college fundraising and development of a strong alumni base.
34. Assure the timely review, analysis and evaluation of pending legislation, legal mandates, regulations, and guidelines which could affect the college's resources, programs, functions, and activities.
35. Assume a highly visible leadership role in the local community the college serves and build strategic partnerships with corporate, educational, and community-based organizations; represent the college to the community including other educational institutions, business interests, and service organizations, interact with leaders of the business and social communities within the college's local services area to identify and communicate emerging educational trends and seek alternative funding sources for the college.

36. Delegate responsibility to administrators for representing the college's interests in the local community and at state or national meetings; assure that information concerning college programs and services is available to the community and local organizations.
37. Maintain on-going contact with legislators to remain current regarding new and pending legislation related to state and federally-mandated instructional programs, funding and financial support, student services, and administration.
38. Represent the college to local, state, and federal governmental bodies and agencies; solicit and obtain financial support and other resources for new and enhanced instructional programs and services.
39. Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Minimum Qualifications:

Education:

An earned master's degree from an accredited college or university in education, business, or public administration, or related field.

Experience:

At least five years of demonstrated and responsible **senior executive** administrative experience, preferably in a higher education environment, with a broad variety of instructional and student services programs, and physical, fiscal and technology resources.

At least three years of experience managing a multi-million dollar budget in higher education.

Experience in a participatory governance environment in higher education.

Experience in and/or demonstrated knowledge of the role of the community colleges in economic and workforce development.

Desirable Qualifications:

Teaching experience; an earned doctorate from an accredited college or university.

Licenses and other Requirements:

A valid California driver's license.

Knowledge of:

Budget administration for a large, multi-faceted community college.

Contract negotiations and employee grievances at the community college level.

District organization, operations, and objectives.

Interpersonal skills including tact, patience, and diplomacy.

Local economic conditions, community leaders and service organizations.

Local, State and federal laws, codes and regulations related to public and community college administration, including the California Education Code and the California Government Code.

Oral and written communication skills.
Policies, objectives, procedures, organization, operations, guidelines, programs, and services applicable to the administration of a community college.
Principles and practices of community college administration.
Principles and practices of effective leadership, management, and supervision.
Principles and practices of training, supervision, and performance evaluation.
Principles, theories, practices, methods, and procedures of public administration specifically related to higher education.
Programs and services of a community college district.
Progressive discipline procedures and documentation.
Public speaking techniques.
Participatory governance at the community college level.
Sound fiscal management policies as related to public institutions.
Student enrollment trends and demographic statistics of the community.
The role of community colleges in economic development.
Trends in academic, career technical, community, and contract education.

Ability to:

Adhere to negotiated collective bargaining agreements as mandated for California Community Colleges.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Assure compliance with local, state, and federal laws related to community colleges.
Assure the development, approval and administration of a consolidated and balanced annual College budget according to legal timelines.
Assure the preparation, maintenance, and retention of all required District reports, files, and data.
Be fiscally responsible, resourceful and creative in ways that will generate new revenue.
Be politically astute and communicate effectively with local, state, and federal legislators.
Build a sense of community within the College and establish viable linkages with external communities.
Communicate effectively with diverse constituencies within and outside the College.
Communicate clearly, concisely, and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Confer with legislators, community business leaders, and others regarding funding sources, cooperative instructional relationships, and other matters.
Create and maintain administrative and faculty environments that encourage and support innovation.
Delegate authority and responsibility to subordinates effectively.
Demonstrate dynamic, well-organized, and visionary leadership.
Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
Develop policy recommendations which will implement the district's master plan and other goals and objectives in accordance with local, State and federal laws and the needs of the college community.
Develop and maintain a visible presence on the campus and in the community.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Envision, plan, develop, organize, administer, review, monitor, control, and evaluate all functions, programs, services and activities of the College including instruction, student services, and administration.
Establish and maintain a climate of trust and collegiality.
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Exercise initiative and work independently with little or no direction from the Chancellor. Identify needs and priorities and make decisions in a climate of competing interests.
Listen intently and communicate effectively with others in an inspirational, open, and responsive manner.

Maintain current knowledge of the educational and career technical needs of the community.

Maintain and establish positive relationships and partnerships on a district-wide level with the other college and district services.

Maintain rapport with all personnel at both colleges and District. Make effective public presentations.

Plan, organize, direct, administer, review, and evaluate all functions of the College including instruction, student services, and administration.

Prepare oral and written reports and recommendations.

Provide executive leadership and direction to administrators, managers, supervisors, faculty, and support staff.

Recognize the important roles of all parts of the college and district (e.g. academic, student services, administrative services, library, facilities, human resources, etc.)

Relate effectively to people of varied academic, cultural, and socioeconomic background using tact, diplomacy, and courtesy.

Review and analyze complex financial, statistical, and narrative data regarding all aspects of the District. Select, train, lead, mentor, direct, supervise, and evaluate the performance of subordinates effectively. Serve as a member of the Chancellor's executive staff.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and implement mandated participatory governance.

Work effectively with diverse populations, maximizing the benefits of diversity.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work Environment:

Duties are primarily performed in an office environment or in meetings at a college, district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executives, administrators, faculty, members of the board of trustees, community and state and federal leaders and the general public. May be required to attend afternoon or evening board meetings.

Physical Demands:

Typically must sit for long periods, walk short distances on a regular basis, see clearly to read normal and fine print and operate computer keyboard, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person to exchange information and make presentations, use hands and fingers to operate an electronic keyboard or other office machines, travel to various locations to attend meetings and conduct work and lift, carry and/or move objects weighing up to 10 pounds. Must remember key information and concentrate for long periods of time.



Timeline for President (SC) Search 2018-19

SUMMER INTERSESSION 2018

| | |
|----------------------|---|
| May 2018 | Consultation Counsel to approve position; Committee composition Determined |
| June 25, 2018 | Board to ratify President Job Description (if needed) |
| June 25-July 2, 2018 | Edit and finalize Position Announcement, Position Brochure, Advertisements for publications |
| July 9-Aug. 31, 2018 | Position advertised – District receives applications |

FALL SEMESTER 2018

| | |
|---|--|
| Aug. 24 & 29, 2018 | Committee meets to finalize interview questions, writing assignment, presentation prompt, criteria for rating applications |
| Sept. 4-7, 2018 | HR prepares applications for review |
| Sept. 10-14, 2018 | Committee completes application screening |
| Sept. 17, 2018 | Committee chair (and any committee members wishing to be present) meet to draw the line and determine number of candidates to interview |
| Sept. 18-Oct. 1, 2018 | Chair (or Consultant) conducts reference checks on first level interviewees |
| Oct. 1-4, 2018 | Committee interviews candidates (first level interviews) |
| Oct. 4, 2018 | Chair (or Consultant) provides reference check report to Committee – Committee recommends candidates for second level interviews/public forums |
| Oct. 5-12, 2018 | Chair (or Consultant) conducts in-depth background checks on finalist candidates |
| Oct. 15-17, 2018 | Finalist Interview Week – Campus Forums |
| Oct. 29, 2018 (reg. Board Meeting or Spec Mtg.) | Board discussion regarding finalist candidates; Board provided in-depth background check information |
| | Regular Meeting of the Board of Trustees; appoint successful Finalist, approve contract, introduce the new President |

SPRING SEMESTER 2019

| | |
|---------------|---|
| Jan. 3, 2019 | New President projected start date (will be negotiated) |
| June 25, 2018 | |



**AMENDMENT TO
CONTRACT OF EMPLOYMENT
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KARIMA FELDHUS**

THIS AMENDMENT is made and entered into this 25th day of June, 2018, by and between the South Orange County Community College District (“District” or “Board”) and Dr. Karima Feldhus (“Dr. Feldhus”).

Paragraph 1. of the Contract is hereby amended to the following:

“1. Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships. Dr. Feldhus is to be employed as Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, Division of Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College. This is a temporary assignment with title change only through the end of the 2018-2019 Academic Year. Same rate of pay and \$0 increase of pay for the duration of the contract. Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

Except as expressly provided in this Amendment, all other provisions of the Agreement are unchanged and shall remain in effect.

This Amendment to Contract of Employment is hereby agreed to:

By: _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community
College District

Date: _____

By: _____
Karima Feldhus
Interim Vice President, Community
Education, Emeritus Institute, and K-12
Partnerships, Saddleback College

Date: _____

June 25, 2018



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ASSISTANT DEAN OF HEALTH SCIENCES &
HUMAN SERVICES/DIRECTOR OF NURSING
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
ESTHER GRAVIS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Ms. Esther Gravis (hereinafter "Ms. Gravis").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean of Health Sciences & Human Services/Director of Nursing. Ms. Gravis is hereby employed as Assistant Dean of Health Sciences & Human Services/Director of Nursing at the District's Saddleback College campus for a period of time commencing on June 1, 2018, and ending on June 30, 2020, or sooner. The Assistant Dean of Health Sciences & Human Services/Director of Nursing is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Ms. Gravis shall perform all of the powers and duties of the position of Assistant Dean of Health Sciences & Human Services/Director of Nursing at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Gravis may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall be paid at Range 20, Step 1, \$130,992 per annum (\$10,916 per month), of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Assistant Dean of Health Sciences & Human Services/Director of Nursing's salary from time to time. Any adjustment in

salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Gravis shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Ms. Gravis shall accrue one day of sick leave for each full month of employment during the term of the Agreement. Ms. Gravis shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Ms. Gravis may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Gravis reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Ms. Gravis shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Dean of Health Sciences & Human Services.

6. Performance Evaluations.

6.1 The Dean of Health Sciences & Human Services will provide Ms. Gravis with periodic opportunities to discuss the Dean/Assistant Dean relationship.

6.2 The Dean of Health Sciences & Human Services will set Ms. Gravis' goals for the 12-month period by June 20 of each college year. Ms. Gravis' performance in achieving those goals and carrying out her other duties will be evaluated by the Dean by June 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Gravis, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Gravis in the performance of the duties of Assistant Dean of Health Sciences & Human Services/Director of Nursing at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Gravis for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Gravis with a monthly stipend of \$125 to cover use of a personal automobile within Orange County

8. Fringe Benefits The District shall provide to Ms. Gravis, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Ms. Gravis, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code Section 72411. However, no later than December 31, 2019, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Gravis in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Ms. Gravis, this Agreement will terminate effective at the close of business on June 30, 2020. If Ms. Gravis has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean of Health Sciences & Human Services/Director of Nursing may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for three additional years under the same terms and conditions as are set forth herein.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Assistant Dean of Health Sciences & Human Services/Director of Nursing with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Assistant Dean of Health Sciences & Human Services/Director of Nursing shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Assistant Dean of Health Sciences & Human Services/Director of Nursing may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean of Health Sciences & Human Services/Director of Nursing, provide the Assistant Dean of Health Sciences & Human Services/Director of Nursing with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Gravis has previously acquired tenure in the District as a faculty member, she shall be so assigned upon the termination of this Agreement, and the terms and conditions of her employment will be the same as any other similarly situated faculty member. Termination of Ms. Gravis from her employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 et. seq., and 87660 et. seq. Effective the date of this agreement, she will be placed on Class IV, Step 5 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Assistant Dean of Health Sciences & Human Services/Director of Nursing with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Health Sciences & Human Services/Director of Nursing shall receive an amount equivalent to not more than twelve (12) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Ms. Gravis' right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
Esther Gravis
Assistant Dean of Health Sciences
& Human Services/Director of Nursing
Saddleback College

Dated _____

June 25, 2018



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ACTING INTERIM DEAN OF SOCIAL AND BEHAVIORAL SCIENCES
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JAMES “KRIS” LEPPHEN-CHRISTENSEN**

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement”) is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the “District” or “Board”, as appropriate) and Dr. James “Kris” Leppien-Christensen (hereinafter “Dr. Leppien-Christensen”).

IT IS HEREBY AGREED AS FOLLOWS:

1. Acting Interim Dean of Social and Behavioral Sciences. Dr. Leppien-Christensen is hereby employed as Acting Interim Dean of Social and Behavioral Sciences at the District’s Saddleback College campus for a temporary period of time commencing on June 6, 2018, and ending on December 19, 2018, or sooner. This position is temporary according to Title 5 Regulations 53021 (b)(1). Acting Interim Dean of Social and Behavioral Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).
2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
3. Powers and Duties. Dr. Leppien-Christensen shall perform all of the powers and duties of the position of Acting Interim Dean of Social and Behavioral Sciences at Saddleback College, as set forth in the position description, and such other duties as may be assigned.
4. Salary. Salary paid to the Acting Interim Dean of Social and Behavioral Sciences shall be paid at Range 22, Step 3, \$159,204 per annum (\$13,267 per month), of the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in equal monthly installments for the duration of the Agreement. The Board reserves the right to increase the Acting Interim Dean of Social and Behavioral Sciences’ salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.
5. Professional Schedule and Vacation. Dr. Leppien-Christensen shall be required to render service of full and regular service to the District during each monthly period covered by this Agreement, or any successor. Dr. Leppien-Christensen’ sick leave and vacation accruals will be prorated for actual time worked during the term of this agreement. Upon termination or expiration of this Agreement, Dr. Leppien-

Christensen shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the College Vice President for Instruction.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Dr. Leppien-Christensen with periodic opportunities to discuss the Vice President/Acting Interim Dean relationship.

6.2 The Vice President for Instruction will set Dr. Leppien-Christensen' goals for the period during his interim assignment. Dr. Leppien-Christensen' performance in achieving those goals and carrying out his other duties will be discussed with the Vice President for Instruction. In meeting these goals and in carrying out his duties, an evaluation may be performed.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Leppien-Christensen, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Leppien-Christensen in the performance of the duties of Acting Interim Dean of Social and Behavioral Sciences at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Leppien-Christensen for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Leppien-Christensen with a monthly stipend of \$250 to cover use of a personal automobile within Orange County.

8. Fringe Benefits The District shall provide to Dr. Leppien-Christensen, his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Leppien-Christensen, his spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 This agreement will expire at the close of business on December 19, 2018, or sooner, without any further notice to Dr. Leppien-Christensen by the District. The provisions of Education Code Section 72411(a), (b), and (c) shall not apply to this Agreement.

9.3 This Agreement may be terminated for convenience by either party prior to its expiration by giving not less than five (5) working days' notice. Upon the effective date of the termination pursuant to this Section 9.3 of the Agreement, the District's obligations with respect to salary shall cease.

9.4 Upon termination or expiration of this Agreement, Dr. Leppien-Christensen shall return to his last permanent position, pursuant to Education Code 87454. Neither the provisions of Education Code Section 87458, nor those of Board Policy 4091, shall apply.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY

COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
James "Kris" Leppien-Christensen
Acting Interim Dean of Social and Behavioral Sciences
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
INTERIM ATHLETICS DIRECTOR/ASSISTANT DEAN
OF KINESIOLOGY AND ATHLETICS
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
TONY LIPOLD**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 25th day of June, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Mr. Tony Lipold (hereinafter "Mr. Lipold").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Athletics Director/Assistant Dean of Kinesiology & Athletics. Mr. Lipold is hereby employed as Interim Athletics Director/Assistant Dean of Kinesiology & Athletics at the District's Saddleback College campus for a temporary period of time commencing on July 1, 2018, and ending on December 19, 2018, or sooner. This position is temporary according to Title 5 Regulations 53021 (b)(1). Athletics Director/Assistant Dean of Kinesiology and Athletics is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Mr. Lipold shall perform all of the powers and duties of the position of Interim Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Kelly may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Athletics Director/Assistant Dean of Kinesiology and Athletics shall be paid at 47.85% of Range 20, Step 8 \$15,358 per month (\$7,348.80 per month) which is 19 hours per week, according to the Academic and Classified Administrators/Classified Managers Salary Schedule. The salary shall be paid in six (6) equal monthly installments with proration for a period of less than a full month of service. The Board reserves the right to increase the Interim Athletics Director/Assistant Dean of

Kinesiology and Athletics' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Lipold shall be required to render service for six (6) months of full and regular service to the District during each monthly period covered by this Agreement, or any successor.

6. Performance Evaluations.

6.1 The Dean of Kinesiology & Athletics will provide Mr. Lipold with periodic opportunities to discuss the Dean/Interim Athletics Director/Assistant Dean relationship.

6.2 The Dean of Kinesiology & Athletics will set Mr. Lipold's goals for the period during his interim assignment. Mr. Lipold's performance in achieving those goals and carrying out his other duties will be discussed with the Dean of Kinesiology & Athletics. In meeting these goals and in carrying out his duties, an evaluation may be performed.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Lipold, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Lipold in the performance of the duties of Interim Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Lipold for travel expenses outside the County of Orange in accordance with District policies and procedures.

8. Fringe Benefits. As a retiree of the south Orange County Community College District, Mr. Lipold is currently receiving retiree benefits/Plan 65 medical. No other benefits will be provided.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 This agreement will expire at the close of business on December 19, 2018, or sooner, without any further notice to Mr. Lipold by the District. The provisions of Education Code Section 72411(a), (b), and (c) shall not apply to this Agreement.

9.3 This Agreement may be terminated for convenience by either party prior to its expiration by giving not less than five (5) working days' notice. Further, upon the hiring of a new Athletics Director/Assistant Dean of Kinesiology and Athletics at Saddleback College, the Governing Board may terminate this Agreement without any notice to Mr. Lipold. Upon the effective date of the termination pursuant to this Section 9.3 of the Agreement, the District's obligations with respect to salary shall cease.

8.4 Upon termination or expiration of this Agreement, Mr. Lipold's employment with the District shall cease, and Mr. Lipold shall have no rights to continued employment with the District. Neither the provisions of Education Code Section 87458, nor those of Board Policy 4091, shall apply.

9. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

10. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

11. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

12. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

by _____
Ann-Marie Gabel
Interim Chancellor
South Orange County Community College District

Dated _____

by _____
Tony Lipold
Interim Athletics Director/Assistant Dean of
Kinesiology and Athletics
Saddleback College

Dated _____

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim 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

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

Those academic employees personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

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

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed</u> | |
|---------------------|---------------------------------|----------------------|-----------------------|
| | | <u>Amount (\$)</u> | <u>Effective Date</u> |
| Atallah, Joe | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Boone, Rick | Canvas Conversion, Online | \$5,000.00 | 01/17/17-05/26/17 |
| Bradley, Devon | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Buller, Lynn | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Cabrera, Ilva | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Camerini, David | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Caraballo, Shaunte | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Cayanan, Nathaniel | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/22/16-12/19/16 |
| Chien, Gwendoline | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Cole, Alexandra | Canvas Conversion, Hybrid | \$2,500.00 | 01/16/18-05/24/18 |
| Coleman, Catherine | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Copeland, Gabriel | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Cullen, Thomas | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Dachslager, Howard | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Davison, John | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Dolbin, Ronald | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Dorner, Meredith | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Egasse, Jeanne | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Erbas-White, Ilknur | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Famiglietti, C. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Fay, Aaron | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Fazeli, Farimah | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Garcia, Eric D. | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Giráldez Betrón, R. | Canvas Conversion, Hybrid | \$2,500.00 | 08/21/17-12/20/17 |
| Grace, Adrienne | Canvas Conversion, Online | \$5,000.00 | 01/17/17-05/26/17 |
| Haeri, Melanie | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Hamamura, Mark | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Ho, Thach Vu | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Hogan-Miertschin, L | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Hoon, Stephanie | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Huber, Kenn | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Ishii, Fumiko | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Jankovic, Teresa | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Kaufmann, Jefferey | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Komine, Justin | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Kussoy, Carolina | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Lau, Kenneth | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND Cont. (IVC)

| | | | |
|-----------------------|---------------------------------|------------|-------------------|
| Lee, Florence | Canvas Conversion, Online | \$5,000.00 | 05/30/17-08/12/17 |
| Lin, Wenli | Canvas Conversion, Hybrid | \$2,500.00 | 01/16/18-05/24/18 |
| Loke, Chan | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Mackenzie, Emalee | Canvas Conversion, Online | \$5,000.00 | 01/17/17-05/26/17 |
| Mathur, Roopa | Canvas Conversion, Online | \$5,000.00 | 01/17/17-05/26/17 |
| McCaughey, Colin | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| McLaughlin, June | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| McMath, Lisa | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Murtz, Albert | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Nguyen, Pierre | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Noroozi, Zahra | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Null, Christopher | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Olivier, Thierry | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Papagiannis, Christie | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Pearce, Julie | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Perlman, Randi | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Phan, Huyvu | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Phan, Vu | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Pheasant, Sean | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Ramirez, Christian | Canvas Conversion, Web-Enhanced | \$1,000.00 | 05/30/17-08/12/17 |
| Rivas, Daniel | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Robles, Diana | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Rodriguez, Roland | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Russo, John | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Salviani, Michael | Canvas Conversion, Hybrid | \$2,500.00 | 01/16/18-05/24/18 |
| Schank, Richard | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Shiring, Richard | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Southwell, Linda | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Stephenson, G. | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Stinson, Amy | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Sun, Sanda | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Takakura, Takeshi | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/17/17-05/26/17 |
| Winston, Gregory | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Vargas, Benjamin | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Virzi, Susan | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Wilson, Jeff | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |

| | | |
|-----------------------|------------------------------|----------------------|
| 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 | \$ 358,500.00 |

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION – GENERAL FUND (Cont.)

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (Saddleback converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed</u> | <u>Effective Date</u> |
|-----------------------|-------------------------------------|-----------------------------|-----------------------|
| | | <u>Amount (\$)</u> | |
| Abbas, Rima | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Abbas, Sam | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Black, Patricia | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Caggiano, Jodi | Canvas Conversion, Online | \$5,000.00 | 05/29/18-08/12/18 |
| Crapo, Steve | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Damm, Kathryn | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Devaney, Brian | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Garcia, Renee | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Ghanbarpour, C. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Homma, Mary | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Keo-Trang, Zelida | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Knight-Finley, M. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Lopez Ediss, C. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Magrann, Tracey | Canvas Conversion, Online | \$5,000.00 | 05/29/18-08/12/18 |
| Marchioni, Rachel | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| McKeachie, Ryan | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Miremadi, Ali | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Ochoa, Heidi | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Paige, Monique | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Pedrals, Maricel | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Popa, Aura | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Rainey, Joanna | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Richards, Holly | Canvas Conversion, Online | \$5,000.00 | 08/21/17-12/20/17 |
| Romero, Maria T. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Sahranavard, Neda | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Saxe, Anne | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Shaffer, Gina | Canvas Conversion, Web-Enhanced | \$1,000.00 | 08/21/17-12/20/17 |
| Thuleen, Nancy | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Valot, Susan | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Vidal-Prudhomme, L. | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| Watt, Deborah | Canvas Conversion, Web-Enhanced | \$1,000.00 | 01/16/18-05/24/18 |
| Wood, Debra | Canvas Conversion, Online | \$5,000.00 | 01/16/18-05/24/18 |
| June 25, 2018 | Saddleback Canvas Conversion | \$ 116,000.00 | |
| May 21, 2018 | Saddleback Canvas Conversion | \$ 58,000.00 | |
| April 30, 2018 | Saddleback Canvas Conversion | \$ 73,000.00 | |
| March 26, 2018 | Saddleback Canvas Conversion | <u>\$ 177,000.00</u> | |
| TOTAL TO DATE | | \$ 424,000.00 | |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. ¹AULAKH, JASVINDER KAUR is to be employed as Human Resources Assistant, Pos. #P0003464, Office of Human Resources, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, effective May 14, 2018.
- b. BADER, ELIZABETH is to be employed as Senior Administrative Assistant, Pos. #P0011292, Procurement, Central Services and Risk Management, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective May 21, 2018. This position was approved by the Board of Trustees on June 26, 2017.
- c. ²BANGS, DIANE is to be employed as Director of Recruitment and Employment Services, Pos. #P0012900, Office of Human Resources, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 18, Step 3, 40 hours per week, 12 months per year, effective June 1, 2018. This position was approved by the Interim Chancellor on January 11, 2018.
- d. CORTEZ, VANESSA ALEJANDRA is to be employed as Benefits Specialist, Pos. #P0013100, Payroll, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective June 1, 2018. This position was approved by the Interim Chancellor on February 8, 2018.
- e. FREY, CONNIE D. is to be employed as Senior Administrative Assistant, Pos. #P0004928, School of Social and Behavioral Sciences, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective June 11, 2018.
- f. GIL, CHANTELLE ALISHA is to be employed as Office Assistant, Categorical, Pos. #P0011544, Adult Education, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 25 hours per week, 12 months per year, effective June 18, 2018. This position was approved by the Board of Trustees on August 21, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
- g. ³GUTIERREZ, ANGELICA PATRICIA is to be employed as Senior Buyer, Pos. #P0013119, Purchasing, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 130, Step 1, 40 hours per week, 12 months per year, effective June 4, 2018. This position was approved by the Interim Chancellor on February 12, 2018.

¹ Related to Rajanpal Singh Dhillon, Senior Laboratory Technician Automotive, Saddleback College.

² Related to Barbara Bangs, Senior Buyer, District Services.

³ Related to Lori Parra, Extended Opportunity Program Specialist – Bilingual, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- h. ⁴HUERTA, ALBERTO is to be employed as Athletic Trainer, Pos. #P0012590, Division of Kinesiology and Athletics, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 1, 24 hours per week, 10 months per year, effective May 14, 2018. This position was approved by the Interim Chancellor on October 26, 2017.
- i. JELTEMA, GERMELINE is to be employed as Director of Information Technology – Administrative Systems, Pos. #P0004558, Technology Learning Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 5, 40 hours per week, 12 months per year, effective June 26, 2018.
- j. PHAM, TRI is to be employed as Computer/Audiovisual Technician, Special Funded, Pos. #P0011509, Audio Visual, Technology Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, Step 1, 29 hours per week, 12 months per year, effective May 21, 2018. This position was approved by the Board of Trustees on June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Student Services and Support Program Plan (SSSP).
- k. SHEKHALEVICH, ANTON is to be employed as Accounting Specialist, Pos. #P0004076, Accounting, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective May 16, 2018.
- l. SMEAD, CHRISTINE CLARISSA COLLINS is to be employed as Administrative Assistant, Pos. #P0003538, Office of Instruction, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 3, 40 hours per week, 12 months per year, effective May 14, 2018.
- m. YANG, KAREN A. is to be employed as Administrative Assistant, Pos. #P0003339, Division of Social and Behavioral Sciences, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, effective May 7, 2018.

⁴ Related to Danica Lynn Bryant, Coaching Aide, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS – Continued

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

| <u>Name</u> | <u>Classification</u> | <u>Range/ Step</u> | <u>Start Date</u> |
|------------------------|--|------------------------|-------------------|
| Bertolino, Christopher | Sr. Lab. Tech., Art/SC | 29.32 | 05/06/18-06/30/18 |
| Favreau, John | Sr. Lab. Tech. Performing Arts/IVC | 29.32 | 04/15/18-06/30/18 |
| Gomez, Jenny | Lab. Tech., Life and Phys. Sciences/SC | 24.07 | 06/04/18-06/30/18 |
| Ramirez, Christopher | Operations Planning Specialist/SC | 26.57 | 05/29/18-06/30/18 |
| Roberts, Rachael | Sr. Counseling Office Assistant/IVC | 22.35 | 05/01/18-06/30/18 |
| Rue, Steven | Electrician/SC | 27.91 | 05/15/18-06/30/18 |
| Sandstrom, Adrian | Sr. Lab. Tech., Art/SC | 29.32 | 05/06/18-06/30/18 |

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 and 2018/2019 academic years**, 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 Rate \$)</u> | <u>Start/End Date</u> |
|---------------------------------|------------------------|----------------------------|-----------------------|
| Adimor, Yeetav | TMD Aide/IVC | 14.00 | 07/01/18-06/30/19 |
| Aldrich, David | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Allin, Lisa | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Alwood, Aimee | TMD Aide/IVC | 15.00 | 07/01/18-06/30/19 |
| Avila, Jacob | Project Specialist/SC | 14.00 | 07/01/18-06/30/19 |
| Bautista, Juan | Project Specialist/DS | 16.00 | 07/01/18-06/30/19 |
| Bertolino, Christopher | Project Specialist/SC | 19.00 | 02/15/18-06/30/18 |
| Boyer, Gary | TMD Aide/SC | 14.00 | 07/01/18-06/30/19 |
| Bueno Rojo, Noemi | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| ⁵ Caldwell, Nicholas | Project Specialist/SC | 14.00 | 05/15/18-06/30/18 |
| Caro, Sofia | Project Specialist/SC | 11.50 | 07/01/18-06/30/19 |
| Carr, Delores | Clerk/IVC | 11.50 | 05/09/18-06/30/18 |
| Corrales, Enrique | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Crowder, Emily | TMD Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Daniel, Nicole | Project Specialist/SC | 12.00 | 05/16/18-06/30/18 |
| Danna, Riley | Project Specialist/IVC | 12.00 | 05/08/18-06/30/18 |
| Danna, Riley | Project Specialist/IVC | 12.00 | 07/01/18-06/30/19 |
| Darby, Lucy | TMD Aide/SC | 15.00 | 07/01/18-06/30/19 |
| Dehnke, Allen | Project Specialist/DS | 27.50 | 07/01/18-06/30/19 |
| Devaul, Derek | Project Specialist/SC | 11.50 | 07/01/18-06/30/19 |
| Domingo, Mitchell | TMD Aide/IVC | 14.00 | 07/01/18-06/30/19 |
| Dubovyk, Yuliy | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Edwards, Aaron | Project Specialist/SC | 16.00 | 07/01/18-06/30/19 |
| Etko, Kattiana | Project Specialist/SC | 11.50 | 07/01/18-06/30/19 |
| Fabatia, Leonel | Project Specialist/SC | 14.00 | 07/01/18-06/30/19 |

⁵ Related Jeanne Harris-Caldwell, Director, Student Health Center, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS – Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 and 2018/2019 academic years**, 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 Rate \$)</u> | <u>Start/End Date</u> |
|--|------------------------|----------------------------|-----------------------|
| Firouzabadi, Lili | Project Specialist/SC | 18.00 | 07/01/18-06/30/19 |
| Florkey, Alexandra | TMD Aide/IVC | 11.50 | 07/01/18-06/30/19 |
| Forouzan, Ghazal | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Gardner, Keith | TMD Aide/IVC | 20.00 | 05/22/18-06/30/18 |
| Gardner, Keith | TMD Aide/IVC | 12.50 | 07/01/18-06/30/19 |
| Gheibi, Bitu | Project Specialist/DS | 14.00 | 07/01/18-06/30/19 |
| Gomez Zuniga, Emmanuel | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Gomez, Jesus | Project Specialist/SC | 11.50 | 07/01/18-06/30/19 |
| Gore, Lisa | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Granados, Maritza | Project Specialist/SC | 14.50 | 07/01/18-06/30/19 |
| Gregory, Matthew | TMD Aide/IVC | 14.00 | 07/01/18-06/30/19 |
| Harris, Laura | Project Specialist/SC | 32.50 | 06/15/18-06/30/18 |
| Harrison, Alfred | Project Specialist/SC | 15.50 | 07/01/18-06/30/19 |
| Hartman, John | Project Specialist/SC | 20.00 | 05/21/18-06/30/18 |
| Hellriegel, John | Project Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Hilal, David | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Hillawi, Hamsa | Project Specialist/SC | 12.50 | 07/01/18-06/30/19 |
| ⁶ Hurlbut, Robert | Project Specialist/IVC | 20.00 | 01/17/18-06/30/18 |
| ⁷ Hurlbut, Robert | Project Specialist/SC | 20.00 | 05/15/18-06/30/18 |
| Imam, Omar | TMD Aide/IVC | 14.00 | 07/01/18-06/30/19 |
| Jacob, Daryl | Project Specialist/SC | 15.50 | 07/01/18-06/30/19 |
| ⁸ Johnston-Plescia, Madelyn | Project Specialist/SC | 18.00 | 07/01/18-06/30/19 |
| Jones, David | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Keasberry-Vnuk, Jessica | TMD Aide/IVC | 11.50 | 07/01/18-06/30/19 |
| Khodabandeh, Elahe | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Kwak, Eunzie | Project Specialist/SC | 11.50 | 07/01/18-06/30/19 |
| Lewis, Diane | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Maguire, Jared | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Mallari, Nicholas | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Mayoral, Michael | Coaching Aide/SC | 25.00 | 05/29/18-06/30/18 |
| Mendiola, Lucciano | Coaching Aide/IVC | 25.00 | 05/29/18-06/30/18 |
| Miller, Alex | TMD Aide/IVC | 16.00 | 07/01/18-06/30/19 |
| Molinard, Berkiel | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Moreno, Deisy | Project Specialist/SC | 16.00 | 07/01/18-06/30/19 |
| Naiknavare, Abhijeet | TMD Aide/SC | 13.00 | 07/01/18-06/30/19 |
| Neri Vazquez, Nancy | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Nguyen, Nhi | Project Specialist/IVC | 12.00 | 06/04/18-06/30/18 |

⁶ Related to Jeffrey Hurlbut, Director, IVC Facilities, Irvine Valley College.

⁷ Related to Jeffrey Hurlbut, Director, IVC Facilities, Irvine Valley College.

⁸ Related to Trish Fain, Executive Assistant, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS – Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018 and 2018/2019 academic years**, 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 Rate \$</u> | <u>Start/End Date</u> |
|-----------------------------|------------------------|---------------------------|-----------------------|
| Nguyen, Nhi | Project Specialist/IVC | 12.00 | 07/01/18-06/30/19 |
| Osbon, Nicole | TMD Aide/IVC | 15.00 | 07/01/18-06/30/19 |
| Osman, Ahmed | TMD Aide/IVC | 12.50 | 05/15/18-06/30/18 |
| Raven, Sean | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Reichle, Jill | Project Specialist/SC | 15.50 | 07/01/18-06/30/19 |
| Renfro, Hedy | Project Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Rodriguez Evangelista, Rosa | Project Specialist/IVC | 12.00 | 06/04/18-06/30/18 |
| Salgado, Clever | Outreach Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Salgado, Michael | TMD Aide/IVC | 11.50 | 07/01/18-06/30/19 |
| Seifollahi, Samyar | Project Specialist/DS | 16.00 | 07/01/18-06/30/19 |
| Sierra, Sergio | Project Specialist/SC | 16.00 | 05/25/18-06/30/18 |
| Siriwardena, Yenuka | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Solis Granados, Isaac | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Stafford, Desiree | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Subramaniam, Anjali | Project Specialist/DS | 14.00 | 07/01/18-06/30/19 |
| Sunico, Anton | Project Specialist/SC | 12.00 | 07/01/18-06/30/19 |
| Sussman, Diane | TMD Aide/SC | 12.00 | 07/01/18-06/30/19 |
| Van Vlear, Andrew | Project Specialist/SC | 45.00 | 07/01/18-06/30/19 |
| Vigo Janampa, Yesari | Outreach Aide/SC | 14.00 | 05/25/18-06/30/18 |
| Willis, Heather | TMD Aide/IVC | 20.00 | 07/01/18-06/30/19 |
| Zeno, Lance | Coaching Aide/SC | 25.00 | 05/29/18-06/30/18 |

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 and 2018/2019 academic years**.

| <u>Name</u> | <u>Start/End Date</u> |
|------------------------|-----------------------|
| Almero, Ronald | 07/01/18-06/30/19 |
| Bazmoon, Navid | 07/01/18-06/30/19 |
| Choy, Zi Yang | 07/01/18-06/30/19 |
| El Nmeir, Julie | 07/01/18-06/30/19 |
| Fadaei Forghan, Amir | 07/01/18-06/30/19 |
| Farahbod, Nahid | 07/01/18-06/30/19 |
| Farokh Siar, Farahnaz | 05/29/18-06/30/18 |
| Hamedein, Parsa | 07/01/18-06/30/19 |
| Jafarian Jegheh, Negar | 07/01/18-06/30/19 |
| Karzai, Spoushmai | 06/06/18-06/30/18 |
| Kermani, Arefeh | 01/15/18-06/30/18 |
| Maganzani, Nicolo | 07/01/18-06/30/19 |
| Mahjoub, Hannah | 07/01/18-06/30/19 |
| Miramontes, Alexandria | 07/01/18-06/30/19 |

A. NEW PERSONNEL APPOINTMENTS – Continued

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2017/2018 and 2018/2019 academic years**.

| <u>Name</u> | <u>Start/End Date</u> |
|-----------------------------|-----------------------|
| Monteith, Elizabeth | 07/01/18-06/30/19 |
| Nhek, Nathan | 07/01/18-06/30/19 |
| Obando, Jennifer | 05/07/18-06/30/18 |
| Onbirbak, Neema | 07/01/18-06/30/19 |
| ⁹ Paracha, Aliya | 07/01/18-06/30/19 |
| Rangel, Destinee | 07/01/18-06/30/19 |
| Rosenkrantz, Michael | 07/01/18-06/30/19 |
| Salameh, Laila | 05/07/18-06/30/18 |
| Salazar, Juan | 07/01/18-06/30/19 |
| Sinclair, Michael | 07/01/18-06/30/19 |

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|------------------------------|-------------------------------|---------------------------|-----------------------|
| Abbott, Amy | Comm. Edu. Presenter/SC | 11.50 | 07/01/18-06/30/19 |
| Abolhosn, Nader | Clinical Skills Specialist/SC | 15.00 | 05/15/18-06/30/18 |
| Adams, Shaun | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Adney, Curtis | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Agema, Ryan | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Aghamohammadiamghani, Parham | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Allen, Toni | Comm. Edu. Presenter /SC | 11.50 | 05/02/18-06/30/18 |
| Allen, Toni | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Almero, Ronald | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Alrayes, Samer | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Alvstad, Jenna | Senior Lifeguard/SC | 13.00 | 07/01/18-06/30/19 |
| Ambrosini, Linda | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Amirkhalili, Mohammad | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| An, Eunsoo | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Anderson, Sarah | Captionist (Real-Time)/IVC | 38.00 | 07/01/18-06/30/19 |
| Andrade, Lauren | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Arzate, Thomas | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Ash, Andrew | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Avalos, Anna | Recreation Aide/SC | 12.50 | 07/01/18-06/30/19 |
| Avera, Stephanie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Baker, Yhonatan | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Barnes Pagel, Velda | Comm. Edu. Presenter /SC | 11.50 | 05/30/18-06/30/18 |

⁹ Related to Areeba Paracha, Student Help, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|------------------------|-------------------------------|---------------------------|-----------------------|
| Bazmoon, Navid | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Beck, Jonathan | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Bedolfe, Tamara | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Beebe, Logan | Recreation Aide/SC | 11.50 | 07/01/18-06/30/19 |
| Bentz, Marie | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Bentz, Paul | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Berger, Ann | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Bermudez, Matthew | Clinical Skills Specialist/SC | 15.00 | 05/15/18-06/30/18 |
| Binder, Farla | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Binley, Judd | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Birney, Felicia | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Blaska, Eric | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Bleidistel, Deanna | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Boan, Zachary | Interpreter IV/IVC | 30.00 | 07/01/18-06/30/19 |
| Bonetti, Tanya | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Borgese, James | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Boswell, Jacob | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Bowen, Andrika | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Bowman, Emma | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Broida, David | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Brown, David | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Brown, Jasen | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Brown, Jordaan | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Bruno, John | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Caldwell, Vanessa | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Camacho, Andre | Interpreter III/IVC | 25.00 | 07/01/18-06/30/19 |
| Campbell, Brooke | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Campbell, Gregory | Comm. Edu. Presenter /SC | 11.50 | 05/02/18-06/30/18 |
| Campbell, Gregory | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Cara, Marcus | Senior Lifeguard/SC | 15.00 | 07/01/18-06/30/19 |
| Cardenas Oscanoa, Jose | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Carey, Jonathan | Tutor/IVC | 14.00 | 07/01/18-06/30/19 |
| Carlsen, Heather | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Carter, Amber | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Chapman, Jillian | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Chen, Shujuan | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Choe, Jenna | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Clarke, Amy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Claxton, Jane | Senior Lifeguard/SC | 13.00 | 05/29/18-06/30/18 |
| Coker, Jillian | Recreation Aide/SC | 11.50 | 05/30/18-06/30/18 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|----------------------|-------------------------------|---------------------------|-----------------------|
| Cole, John | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Concialdi, Steve | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Conover, Nancy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Cooper, Stacy | Interpreter IV/SC | 30.00 | 07/01/18-06/30/19 |
| Craddick, Andrew | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Cranke, David | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Cross, Michelle | Recreation Aide/SC | 11.50 | 05/24/18-06/30/18 |
| Culp, Robin | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Czechorosky, Tonia | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| D'Aleo, Nancy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Davidson, Kelsey | Senior Lifeguard/SC | 16.00 | 07/01/18-06/30/19 |
| Davis, Aaron | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Davis, Kristine | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Davis, Nicole | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Deason, Ryan | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Dempsey, Maureen | Medical Professional/SC | 35.00 | 07/01/18-06/30/19 |
| DeRoulet, Eric | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Devinney, Danielle | Tutor/IVC | 11.50 | 04/24/18-06/30/18 |
| Dexter, Stephen | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Diamond, Mitchell | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Donahue, Carol | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Donnelly, Cole | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Dormaier, Ruth | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Downing, Kimberly | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Durazo, Daniel | Interpreter III/IVC | 25.00 | 07/01/18-06/30/19 |
| Eckhart, Sherry | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| El Nmeir, Julie | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| El-Hage, Wadad | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Elliott, Christopher | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Ellis, Tyler | Tutor/IVC | 14.00 | 07/01/18-06/30/19 |
| Ellwa, Marwa | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Etekal, Sasha | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Fadaei Forghan, Amir | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Fajardo, Zachary | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Farinella, Ralph | Medical Professional/SC | 70.00 | 07/01/18-06/30/19 |
| Faris, Jacqueline | Recreation Aide/SC | 11.50 | 07/01/18-06/30/19 |
| Feiz, Kamyar | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Ferencik, Brandon | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Finkelstein, Kara | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Flores, Jesse | Tutor/SC | 12.00 | 07/01/18-06/30/19 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|-------------------------|-------------------------------|---------------------------|-----------------------|
| Fugate, Adam | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Gallardo, Micah | Clinical Skills Specialist/SC | 15.00 | 05/15/18-06/30/18 |
| Garber, Logan | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Garcia, Tony | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Gattis, Marissa | Comm. Edu. Presenter /SC | 11.50 | 05/24/18-06/30/18 |
| Geiser, Theresa | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Gellatly, Jillian | Recreation Aide/SC | 13.00 | 07/01/18-06/30/19 |
| Genzel, Sara | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Gibson, Darren | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Glassman, Ifat | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Godinez, Michele | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Goffin, Charles | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Gonzalez, Amanda | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Gonzalez, Anthony | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Goodman, Abigail | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Gore, Carsen | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Gorman, Ron | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Grace, Klair | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Grace, Meghan | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Gracey, Michael | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Graham, Brian | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Gray, Carrie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Greenspan, Frances | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Grijalva, Louie | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Gross, Gage | Tutor/SC | 12.50 | 07/01/18-06/30/19 |
| Grossman, Marc | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Grudynski, Christy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Hadfield, Pam | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Hadley, Jamie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Haerianardakani, Sepehr | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Hagie, Tyler | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Hale, Katherine | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Hale, Michael | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Halvorson, Sierra | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Ham, Jun | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Hamedein, Parsa | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Hannon, Karen | Interpreter IV/IVC | 42.00 | 07/01/18-06/30/19 |
| Hansen, Julie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Hasebe, Brandon | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Hatami, Leili | Tutor/IVC | 11.50 | 05/30/18-06/30/18 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|-------------------------|-------------------------------|---------------------------|-----------------------|
| Hayes, Megan | Comm. Edu. Presenter /SC | 11.50 | 05/02/18-06/30/18 |
| Hayes, Megan | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Hejrani, Reyhaneh | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Heunemann, Michael | Medical Professional/SC | 35.00 | 07/01/18-06/30/19 |
| Hibbard, Jason | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Hill, Douglas | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Hillabrant, Jill | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Ho, Pin-Shiuan | Tutor/IVC | 12.00 | 05/15/18-06/30/18 |
| Ho, Pin-Shiuan | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Hoffski, James | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Hoisington, Diana | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Hosseiny, Habib | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Hsiung, Thomas | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Hudock, Stephanie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Huerta, Christopher | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Iverson, Brandye | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Jackson, Colby | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Jafarian Jegheh, Negar | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Jamasebnejad, Niloofar | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Janey, Andrew | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Jaques, Sarah | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Jarl, Peter | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Johnson, Eric | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Johnson, Jennifer | Interpreter IV/SC | 30.00 | 07/01/18-06/30/19 |
| Johnson, Robert | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Jung, Sarah | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Kadik, Anna | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Kaeser, Kinsley | Senior Lifeguard/SC | 12.50 | 05/29/18-06/30/18 |
| Kajbaf, Sara | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Kandel, Marlene | Captionist (Real-Time)/SC | 42.00 | 07/01/18-06/30/19 |
| Kantari, Ayah | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Karami Namivandi, Arman | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Karimi Tararani, Maryam | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Karpaty, Rebecca | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Kelly, Connor | Comm. Edu. Presenter /SC | 11.50 | 05/24/18-06/30/18 |
| Kelly, Meagan | Interpreter IV/SC | 30.00 | 07/01/18-06/30/19 |
| Kennedy, Joseph | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Kimball, Vanessa | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Knabe, Travis | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Knight, Kenneth | Model/SC | 25.00 | 07/01/18-06/30/19 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|-------------------------------|-------------------------------|---------------------------|-----------------------|
| Korepanova, Larisa | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Kostapapas, Eoanna | Captionist (Real-Time)/SC | 42.00 | 07/01/18-06/30/19 |
| Kunkle, Jeremy | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Kusto, Stephanie | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Lackey, Patricia | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Larragoiti, Nancy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Larsen, Kilan | Tutor/IVC | 13.00 | 07/01/18-06/30/19 |
| Lawson, Justine | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Lazar, Garrick | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Lazar, Jereme | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Leard, Kenneth | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Ledezma, Milton | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Lightner, Elizabeth | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Little, Laura | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Lockwood, Samantha | Senior Lifeguard/SC | 12.50 | 05/25/18-06/30/18 |
| Lopez, Celina | Interpreter III/IVC | 25.00 | 07/01/18-06/30/19 |
| Lopez, Chris | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Loyola, Matias | Recreation Aide/SC | 12.00 | 07/01/18-06/30/19 |
| ¹⁰ Ludes, Samantha | Recreation Leader/SC | 12.50 | 07/01/18-06/30/19 |
| Luschei, Ashleigh | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| MacDonald, Donald | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Macias, Austin | Recreation Aide/SC | 11.50 | 05/24/18-06/30/18 |
| Manzo, Tony | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Marandola, Michael | Senior Lifeguard/SC | 12.00 | 07/01/18-06/30/19 |
| Marano, Toni | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Marcot, Wendy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Marlatt, Terin | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Martin, Kristi | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Martin, Paul-Dean | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| May, Victoria | Model/SC | 25.00 | 05/23/18-06/30/18 |
| Mayani, Homa | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| McCartney, Kristen | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| McClusky, Nathan | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| McConaughy, Richard | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| McLinn, Torrey | Captionist (Real-Time)/IVC | 35.00 | 07/01/18-06/30/19 |
| McMahon, Alicia | Model/SC | 25.00 | 07/01/18-06/30/19 |
| McQuade, Elsie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Metivier, Jackson | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |

¹⁰ Related to Denise Ludes, Program Coordinator, Categorical, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|------------------------------------|-------------------------------|---------------------------|-----------------------|
| Meyer, Tara | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Meyers, Valerie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Micalizio, Gabriella | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Miller, Nancy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Mirjafarifiroozabadi, Seyed Arshia | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Mirzada, Maschal | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Molina Gallardo, Karla | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Mooney, Susan | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Moore, Christopher | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Moran, Elaine | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Morefield, Michael | Interpreter IV/IVC | 35.00 | 07/01/18-06/30/19 |
| Murphy, Tara | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Murray, Sonya | Medical Professional/SC | 70.00 | 07/01/18-06/30/19 |
| Nelson, Christy | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Nguyen, Ethan | Recreation Aide/SC | 11.50 | 07/01/18-06/30/19 |
| Nguyen, Michael | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Nikkhah, Shahrzad | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Nili, Adam | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Nissenson, Lenard | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Noonan, Robert | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Norton, Connie | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| O'Connell, Jalon | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| O'Connor, Sarah | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Olinger, Gilbert | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Olmos-Rios, Cristian | Recreation Aide/SC | 11.50 | 05/30/18-06/30/18 |
| Orozco, Belinda | Tutor/SC | 15.00 | 07/01/18-06/30/19 |
| Ortiz, Margarita | Captionist (Real-Time)/IVC | 45.00 | 07/01/18-06/30/19 |
| Oshiro, Gail | Interpreter IV/IVC | 35.00 | 07/01/18-06/30/19 |
| Pancoe, Mary | Medical Professional/SC | 35.00 | 07/01/18-06/30/19 |
| Pardoen, Brent | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Parke, Matthew | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Parker, Kelsie | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Parks, Timothy | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Parsons, Rhys | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Parva, Ali | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Peck, Lindsay | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Peck, Zoe | Senior Lifeguard/SC | 13.50 | 07/01/18-06/30/19 |
| Peloquin, Cole | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Petrulio, Kyle | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Peviani, Patti | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|------------------------------------|-------------------------------|---------------------------|-----------------------|
| Phan, Diana | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Piedad, Alyson | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Pines, Philip | Medical Professional/SC | 70.00 | 07/01/18-06/30/19 |
| Pizzarusso, Hope | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Poston, Daniel | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Purcell, Kaitlyn | Senior Lifeguard/SC | 13.00 | 07/01/18-06/30/19 |
| Quintino, Fernando | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Rabina, Noel | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Rahbar, Shawdi | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Ramos Jimenez, Kimberly | Recreation Aide/SC | 11.50 | 05/24/18-06/30/18 |
| Ramos, David | Interpreter V/IVC | 45.00 | 07/01/18-06/30/19 |
| Rand, Sarah | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Raton, Michelle | Comm. Edu. Presenter /SC | 11.50 | 05/24/18-06/30/18 |
| Ray, Kerry | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Razaghi Rafsenjani, Seyedeh Tannaz | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Reincke, Lisa | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Riekes, Jennifer | Senior Lifeguard/SC | 13.00 | 07/01/18-06/30/19 |
| Rimland, Elise | Recreation Aide/SC | 11.50 | 05/30/18-06/30/18 |
| Ritz, Elisabeth | Tutor/IVC | 11.50 | 05/24/18-06/30/18 |
| Rivas, Juliana | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Robinson, Jack | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Rodriguez, Justin | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Rodriguez, Priscilla | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Romero, Rachel | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Ronce, Lindsay | Senior Lifeguard/SC | 16.00 | 07/01/18-06/30/19 |
| Root, Kimberly | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Rounds, Michael | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Rous, Sheri | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Ruffino, Michael | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Ryan, Stacie | Medical Professional/SC | 35.00 | 07/01/18-06/30/19 |
| Saalberg, Christopher | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Salman, Dawn | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Santiago, Moira | Comm. Edu. Presenter /SC | 11.50 | 04/27/18-06/30/18 |
| Santiago, Moira | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Sardegna, Anthony | Clinical Skills Specialist/SC | 20.00 | 07/01/18-06/30/19 |
| Schiff, Maureen | Interpreter V/SC | 45.00 | 05/02/18-06/30/18 |
| Schiff, Maureen | Interpreter V/SC | 45.00 | 07/01/18-06/30/19 |
| Schofield, Kylie | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|------------------------------|-------------------------------|---------------------------|-----------------------|
| Scott, Lauren | Senior Lifeguard/SC | 14.00 | 05/29/18-06/30/18 |
| ¹¹ Searcy, Carly | Recreation Leader/SC | 12.00 | 07/01/18-06/30/19 |
| ¹² Searcy, Nathan | Recreation Aide/SC | 13.50 | 07/01/18-06/30/19 |
| Sherwood, Alexandra | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Sipes, Jessica | Interpreter IV/SC | 38.00 | 07/01/18-06/30/19 |
| Smith, Hannah | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Smith, Ronald | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Smolyanov, Elena | Tutor/SC | 19.00 | 07/01/18-06/30/19 |
| Smyth, Steven | Clinical Skills Specialist/SC | 20.00 | 04/25/18-06/30/18 |
| Sposato, Rebecca | Interpreter V/SC | 45.00 | 07/01/18-06/30/19 |
| St. James, Jheri | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Stamen, Barbara | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Steindler, Savoyonne | Tutor/IVC | 16.00 | 04/23/18-06/30/18 |
| Stenshoel, Peter | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Stockus, Robert | Clinical Skills Specialist/SC | 15.00 | 07/01/18-06/30/19 |
| Stoegbuer, Jay | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Stoian, Roland | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Strain, Stephanie | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Strong, Margarette | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Stumm, Kelsey | Senior Lifeguard/SC | 13.50 | 07/01/18-06/30/19 |
| Sullivan, Laura | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Sutton, Caitlin | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Taghavi Dinani, Seyed | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Taylor, Virginia | Interpreter IV/IVC | 35.00 | 07/01/18-06/30/19 |
| Tehrani, Sahar | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Thantrakul, Karen | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Thompson, Erik | Senior Lifeguard/SC | 15.00 | 07/01/18-06/30/19 |
| Thompson, Jonathan | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Toffel, Charlie | Recreation Aide/SC | 11.50 | 05/30/18-06/30/18 |
| Trumbo, Dawn | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Tupper, Linda | Clinical Skills Specialist/SC | 30.00 | 07/01/18-06/30/19 |
| Turner, Tracey | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Turney, Jason | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Vega, Nicolle | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Vreeland, Avera | Model/IVC | 25.00 | 07/01/18-06/30/19 |
| Walker, Lori | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Walker, Stacy | Model/SC | 25.00 | 07/01/18-06/30/19 |

¹¹ Related to Arron Searcy, Program Coordinator, Categorical, Saddleback College.

¹² Related to Arron Searcy, Program Coordinator, Categorical, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

- The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2017/2018 and 2018/2019 academic years**. 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> |
|-----------------|--------------------------|---------------------------|-----------------------|
| Wang, Chia-Hsin | Tutor/IVC | 12.00 | 07/01/18-06/30/19 |
| Warren, Vicki | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Wells, Joshua | Tutor/IVC | 11.50 | 07/01/18-06/30/19 |
| Wheeler, Donna | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |
| Whidden, Pamela | Model/SC | 25.00 | 07/01/18-06/30/19 |
| Woo, Kendall | Tutor/SC | 12.00 | 07/01/18-06/30/19 |
| Woolard, Caleb | Interpreter V/SC | 45.00 | 07/01/18-06/30/19 |
| Young, Robin | Comm. Edu. Presenter /SC | 11.50 | 05/02/18-06/30/18 |
| Young, Robin | Comm. Edu. Presenter /SC | 11.50 | 07/01/18-06/30/19 |

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITIONS AND/OR POSITION NUMBERS

- DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS, a classified manager, Pos. #P0012925, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 21, Office of the Chancellor, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective June 26, 2018. (Position approved: December 11, 2017)
- DIRECTOR OF PUBLIC RELATIONS AND MARKETING, a classified manager, Pos. #P0012924, Academic Administrators and Classified Administrators and Managers Salary Schedule Range 21, Office of the Chancellor, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective June 26, 2018. (Position approved: December 11, 2017)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS

- CUSTODIAN, Pos. #P0013453, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Facilities, Maintenance and Operations, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective May 8, 2018. This position was approved by the Interim Chancellor on May 8, 2018.
- DISTRICT DIRECTOR OF PUBLIC AFFAIRS AND GOVERNMENT RELATIONS, a classified manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 19, Office of the Chancellor, District Services, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 26, 2018. This position was approved by the Interim Chancellor on May 31, 2018.

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS -
Continued

3. OFFICE ASSISTANT, Pos. #P0013697, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Faculty Center for Student Success, Student Success, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective June 7, 2018. This position was approved by the Interim Chancellor on June 7, 2018.

D. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - a. **RECLASSIFY** DIRECTOR OF MARKETING AND COMMUNICATIONS, a classified manager, Pos. #P0004603, Office of the President, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 16, full-time, 40 hours per week, 12 months per year;
TO DIRECTOR OF MARKETING AND COMMUNICATIONS, a classified manager, Office of the President, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 18, full-time, 40 hours per week, 12 months per year position, effective June 26, 2018. This position was approved by the Interim Chancellor on May 31, 2018.
 - i. **PROMOTE** JENNIFER J. MCCUE, ID #014314, from DIRECTOR OF MARKETING AND COMMUNICATIONS, a classified manager, Pos. #P0004603, Office of the President, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 16, Step 8, full-time, 40 hours per week, 12 months per year; to DIRECTOR OF MARKETING AND COMMUNICATIONS, a classified manager, Office of the President, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 18, Step 7, full-time, 40 hours per week, 12 months per year, effective June 26, 2018.
 - b. **RECLASSIFY** LIBRARY ASSISTANT I, Pos. #P0003222, Library Services, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, full-time, 40 hours per week, 12 months per year;
TO LIBRARY ASSISTANT II, Library Services, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 119, full-time, 40 hours per week, 12 months per year position, effective June 1, 2018.
 - i. **PROMOTE** KIANOUSH GHAEMIAN, ID #006264, from LIBRARY ASSISTANT I, Pos. #P0003222, Library Services, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Step 6, full-time, 40 hours per week, 12 months per year; to LIBRARY ASSISTANT II, Library Services, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 119, Step 5, full-time, 40 hours per week, 12 months per year position, effective June 1, 2018.

D. REORGANIZATION – Continued

1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - c. **RECLASSIFY SENIOR ADMISSIONS AND RECORDS SPECIALIST - BILINGUAL** Pos. #P0003229, Admissions and Records, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hours per week, 12 months per year;
TO SENIOR ADMISSIONS AND RECORDS SPECIALIST, Admissions and Records, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hours per week, 12 months per year position, effective May 23, 2018. This position was approved by the Interim Chancellor on May 23, 2018.
2. IRVINE VALLEY COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - a. **RECLASSIFY FINANCIAL AID SPECIALIST**, Pos. #P0003596, Financial Aid, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, full-time, 40 hours per week, 12 months per year;
TO SENIOR FINANCIAL AID SPECIALIST, Pos. #P0013698, Financial Aid, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, full-time, 40 hours per week, 12 months per year position, effective June 7, 2018. This position was approved by the Interim Chancellor on June 7, 2018.
 - b. **RECLASSIFY GROUNDSKEEPER**, Pos. #P0004344, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year;
TO GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - i. **PROMOTE J. ESTANISLAO ARAIZA**, ID #016843, from GROUNDSKEEPER, Pos. #P0004344, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 6, full-time, 40 hours per week, 12 months per year; to GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 5, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.

D. REORGANIZATION – Continued

2. IRVINE VALLEY COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - c. **RECLASSIFY** GROUNDSKEEPER, Pos. #P0002801, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year;
TO GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - i. **PROMOTE** MARIO O. BARBOZA, ID #016844, from GROUNDSKEEPER, Pos. #P0002801, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 6, full-time, 40 hours per week, 12 months per year; to GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 5, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - d. **RECLASSIFY** GROUNDSKEEPER, Pos. #P0002800, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year;
TO GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - i. **PROMOTE** MIGUEL ANDRADE CALDERON, ID #014434, from GROUNDSKEEPER, Pos. #P0002800, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 6, full-time, 40 hours per week, 12 months per year; to GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 5, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - e. **RECLASSIFY** GROUNDSKEEPER, Pos. #P0004010, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, full-time, 40 hours per week, 12 months per year;
TO GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.
 - i. **PROMOTE** MAURICE ZAVALA, ID #019177, from GROUNDSKEEPER, Pos. #P0004010, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 5, full-time, 40 hours per week, 12 months per year; to GROUNDS SPECIALIST, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 4, full-time, 40 hours per week, 12 months per year position, effective May 16, 2018.

D. REORGANIZATION – Continued

3. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and staff positions within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021, from reporting to the Assistant Director of Facilities, to begin reporting to the Night Facilities Operations Supervisor.
 - a. Custodian, Pos. #P0001746 (Appointed to Nicusor Dorel Avram, ID #013864)
4. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and staff positions within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021, from reporting to the Night Facilities Operations Supervisor, to begin reporting to the Assistant Director of Facilities.
 - a. Custodian, Pos. #P0001159 (Vacant)

E. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON CLASSIFIED POSITIONS

1. LIBRARY ASSISTANT I, Pos. #P0003618, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Library Services, Saddleback College, seeks authorization to increase the hours per week and months per year for this part-time, 10 hours per week, 10 months per year position, to part-time, 15 hours per week, 12 months per year, effective June 1, 2018. (Position #P0003618, is appointed to Robert John Woolfenden, ID #002171)
2. ADMINISTRATIVE ASSISTANT, Pos. #P0004784, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Online Education, Saddleback College, seeks authorization to decrease the hours per week for this part-time, 25 hours per week, 12 months per year position, to part-time, 20 hours per week, 12 months per year, effective June 1, 2018. (Position #P0004784, is vacant)

F. CHANGE OF STATUS

1. IRVINE VALLEY COLLEGE (IVC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

| <u>Name</u> | <u>Assignment Departed</u> | <u>Assignment Promotion</u> | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|----------------------------|--------------------------------------|---------------------------------------|------------------------|--------------|---------------------------|
| Burnett, Richard Carl | P0003562, Utility Custodian | P0003137, Lead Custodian | 119/6 | 40 | 05/21/2018 |
| Feliciano, Luis Antonio | P0004025, Electrician | P0006668, Lead Electrician | 134/4 | 40 | 04/02/2018 |
| Ho, Trang Doan Thuy | P0004310, Accounting Assistant | P0004242, Accounting Specialist | 127/1 | 40 | 06/13/2018 |

F. CHANGE OF STATUS – Continued

1. IRVINE VALLEY COLLEGE (IVC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

| <u>Name</u> | <u>Assignment Departed</u> | <u>Assignment Promotion</u> | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|---------------------------|--|---|------------------------|--------------|---------------------------|
| Mosqueda, Richard | P0001315, Custodian | P0003382, Lead Custodian | 119/4 | 40 | 05/21/2018 |
| Tibbo, Kristy M. | P0005150, Administrative Assistant | P0003510, Senior Administrative Assistant | 127/3 | 40 | 05/28/2018 |
| Turner, Amanda Cosette | P0004835, Senior Administrative Assistant | P0004394, Applications Specialist I | 134/3 | 40 | 05/21/2018 |

2. DISTRICT SERVICES (DS): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

| <u>Name</u> | <u>Assignment Departed</u> | <u>Assignment Promotion</u> | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|-----------------------|---|---|------------------------|--------------|---------------------------|
| Pope, Sandra Diane | P0004060, Applications Specialist III | P0012740, Student Information System (SIS) Support Manager | 12/5 | 40 | 05/25/2018 |

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. DISTRICT SERVICES **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

| <u>Name</u> | <u>Permanent Assignment</u> | <u>Temporary Assignment</u> | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|-------------------------|---|---|------------------------|--------------|---------------------------|
| Arias, Mayra Rosario | P0006539, Senior Administrative Assistant | P0013548, Manager, Office of the Chancellor and Trustee Services | 10/1 | 40 | 05/31/2018 |

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) – Continued

2. DISTRICT SERVICES **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> |
|---------------------|--|--|--------------------|--------------|-----------------------|
| Cooney, Natalie Sue | P0004573, Executive Secretary to the Office of the Chancellor and Trustee Services | P0012839, Manager, Office of the Chancellor and Trustee Services | 3/7 | 40 | 5/31/2018 |

3. SADDLEBACK 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> |
|--------------------------------|--|--|--------------------|--------------|-----------------------|
| Guajardo, Zachary Maximilliano | P0003547, Admissions and Records Specialist II | P0013541, Senior Admissions and Records Specialist | 126/3 | 40 | 05/29/2018 |

4. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

| <u>Name</u> | <u>Permanent Assignment</u> | <u>Temporary Assignment</u> | <u>Range/ Step</u> | <u>Hours</u> | <u>Effective Date</u> |
|------------------------|---|--|--------------------|--------------|-----------------------|
| Norman, Shawn Patricia | P0003500, Senior Child Development Specialist | P0012349, Director of Child Development Center | 128/6 | 40 | 04/23/2018 |
| Rodriguez, Adalberto | P0003483, Extended Opportunity Program Specialist – Bilingual | P0012697, Program Outreach Specialist | 121/4 | 40 | 06/01/2018 |

H. 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> |
|--------------------------|---|--|--------------------|--------------|-----------------------|
| Davila, Judy Ann | P0003899, Program Assistant, Categorical | P0013467, Development Associate | 138/1 | 29 | 05/21/2018 |
| Potter, Nicklas Benjamin | P0007611, Laboratory Technician, Life/Physical Sciences | P0013028, Senior Laboratory Technician, Mathematics, Science and Engineering | 130/1 | 40 | 05/17/2018 |

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

| <u>Name</u> | <u>Position Title</u> | <u>Resignation Date</u> | <u>Retirement Date</u> |
|-------------------------|---|-------------------------|------------------------|
| Austin, Joan | Senior Accounting Specialist/DS | 05/25/2018 | N/A |
| Constantino, Brenda R. | Creative Services Lead/IVC | 06/04/2018 | N/A |
| Cooney, Natalie Sue | Executive Secretary to the Office of the Chancellor and Trustee Services/DS | 06/04/2018 | N/A |
| Leatherman, Mary Louise | Dispatcher Lead/IVC | 12/30/2018 | 12/31/2018 |
| Spiegel, Eileen | Child Development Specialist/SC | 07/27/2018 | 07/28/2018 |
| Woolard, Abigail | Head Interpreter, Categorical/IVC | 05/21/2018 | N/A |

J. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2017/2018 and 2018/2019 academic years.

| | | |
|--|------------------------|-------------------|
| <u>Division of Advanced Technology and Applied Sciences, Saddleback College</u> | | |
| Fox, Jaclyn | Warner-Smith, Brittany | |
| | | |
| <u>Office of Online and Extended Education, Irvine Valley College</u> | | |
| Bregozzo, Dorothy | | |
| | | |
| <u>Community Education, Emeritus Institute, and K-12 Partnership, Saddleback College</u> | | |
| Carbone, Martin | | |
| | | |
| <u>School of Guidance and Counseling, Irvine Valley College</u> | | |
| Carralejo, Caitlyn | McKnight, Jewel | Rasouli, Mohammad |
| | | |
| <u>Student Equity and Special Programs, Saddleback College</u> | | |
| Hosford, Trevor | | |
| | | |
| <u>Division of Kinesiology and Athletics, Saddleback College</u> | | |
| Garcia, Sal | Hansen, Nurcin | White, Dominique |
| | | |
| <u>School of Languages and Learning Resources, Irvine Valley College</u> | | |
| Arakawa, Emi | Emeksiz, Pakize | Ono, Maya |
| | | |
| <u>School of Life/Physical Sciences & Technologies, Irvine Valley College</u> | | |
| Anderson, Kathy. J | Le, Brian | Lefevre, Daniel |
| Nguyen, Nga | Shaw-Kingery, Youlin | |
| | | |
| <u>Division of Social and Behavioral Sciences, Saddleback College</u> | | |
| Larson, Gary | | |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: SOCCCD California School Employees Association (CSEA)
Chapter 586 Successor Agreement – Tentative Agreement

ACTION: Approval

BACKGROUND

The collective bargaining agreement between South Orange County Community College District (District) and the Classified School Employees Association (CSEA) expires on June 30, 2018. The District and CSEA have reached a tentative agreement for the period of July 1, 2018 – June 30, 2021.

STATUS

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. A final copy of the Tentative Agreement is attached as Exhibit A. The increased costs of the agreement with CSEA for the three-year period, from July 1, 2018 through June 30, 2021, as displayed in Exhibit B, are estimated to be \$8,854,950.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the tentative agreement with CSEA for a 3-year successor agreement, subject to completion of CSEA 610 process and ratification by CSEA membership.

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SOCCCD CHAPTER 586
AND
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
2018 SUCCESSOR

June 18, 2018

Pursuant to negotiations between the South Orange County Community College District and the California School Employees Association (CSEA) and its SOCCCD Chapter 586, have reached tentative agreement on the 2018 Successor Collective Bargaining Agreement as follows:

PREAMBLE

This Agreement is made and entered into this ~~16th~~ 18th day of ~~May, 2016~~ June, 2018 by and between the South Orange County Community College District, hereinafter referred to as District and the California School Employees Association and its South Orange County Community College Chapter 586, an affiliate of the California School Employees Association, hereinafter referred to as CSEA.

ARTICLE 1 RECOGNITION

1.3 Bargaining Unit Description:

- 1.3.2 Substitutes:** The District may employ substitutes in a vacant position for up to 90 working days in accordance with Section 88003 of the California Education Code. The District may request an extension for up to an additional 90 working days by written agreement from the Chapter President.

ARTICLE 3 CSEA RIGHTS

- 3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:

- 3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail systems, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters in accordance with law. A copy of any posted or transmitted notice by CSEA shall be provided to the Vice Chancellor of Human Resources. E-mail transmissions shall not be used to advocate for or against political candidates or for political purposes in accordance with District Board Policy 4050 and related administrative regulations, or in furtherance of any prohibited activities.

- 3.1.9** The District shall provide office space including a desk, chair, two (2) guest chairs, printer, telephone and internet access for CSEA for the duration of the Agreement. CSEA shall pay for telephone service.

- 3.1.11** The Chapter President and/or designee shall be granted up to twenty (20) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement. This release time is to be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set.

The Chapter President will supply the manager and the Office of Human Resources with a written schedule of the hours to be used for release time within five (5) working days of taking office. The Chapter President may assign any portion of his/her hours of release time to another employee for CSEA Chapter business. Before the designee uses any release time, the designee's hours will be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set. The CSEA Chapter President will supply his/her manager, the designee's manager and the Office of Human Resources with the revised schedule.

- 3.1.11.1** The Chief Union Steward shall be allowed eight (8) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement.

ARTICLE 5 EVALUATIONS

- 5.2** *The purpose of the evaluation is to support the improvement and/or development of the unit member. The performance evaluation is intended as a tool for constructive feedback and not discipline.* No evaluation of any employee unit member shall be placed in the personnel file without an opportunity for discussion between the employee unit member and the evaluator. Evaluations shall be based upon the direct observation and knowledge of the evaluator or substantiated third-party information. *No specific incident/issue requiring improvement can be referred to in an evaluation without documentation that a meeting or discussion has previously occurred with the unit member.* Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee unit member in implementing any recommendations made. The employee unit member shall have the right to review and respond to all evaluations received within thirty (30) calendar days. The evaluation form will be available posted on the District's enterprise resources planning system intranet.

ARTICLE 6 PERSONNEL FILE

- 6.2** No derogatory information and/or materials shall be entered or filed in the employee's unit member's personnel file unless the employee unit member is given a copy of the document and five (5) workdays to review the contents. An employee unit member shall have the right to respond in writing and the written response shall be included in the employee's unit member's personnel file. Such The review of the personnel file shall take place during normal business hours and the employee unit member shall be released from duty with pay for this the purpose of reviewing their personnel file with no loss in salary.

ARTICLE 7 HOURS AND OVERTIME

- 7.3** **Adjustment of Assigned Time:**
- 7.3.2** The District may alter the shift assignment or days off of unit members for non-arbitrary operational reasons. *Volunteers for the shift assignment change will be solicited first. If there are no volunteers then the person with the least seniority will be assigned unless a person with greater seniority desires the shift.* The District shall provide a twenty (20) work day notice to affected employees unit members before altering their shift assignment or days off. By mutual agreement, notice time can be less than twenty (20) days. Upon written request from the employee unit member, he/she shall be granted an opportunity for a personal conference with the employee's unit member's immediate supervisor and/or the Executive Director or Vice Chancellor of Human Resources, with a CSEA representative if desired, to discuss the operational reasons for the reassignment of shift or days off within the twenty (20) work day notice period.
- 7.11** **Call-In Time:** Any employee called in to work by an administrator (i.e. supervisor, Director, Dean, VP, President, etc.) on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay. Unit members on Call-In time which is completed remotely (from home or other location) shall receive a minimum of two (2) hours pay.
- 7.13** **Right of Refusal:** Any employee shall have the right to reject any offer or request for overtime, call back, Call-In Time or On-Call Time. If everyone in the department refuses the request, the overtime shall be assigned by the supervisor as equally as is practicable within each department, and the overtime shall be accepted by the employee. *However, in an emergency that requires immediate attention and an individual unit member has specific expertise to address the emergency, the right of refusal cannot be exercised by the unit member.*

ARTICLE 8 PAY AND ALLOWANCES

- 8.6** **Pay Increases:**
- 8.6.1** **2015/2016 2018/2019**
Effective beginning the 2015/2016 2018/2019 fiscal year, the Classified Salary Schedule will be increased by 6.0% 1.5%.
- 8.6.2** **2016/2018 2019/2020**
Effective beginning the 2016/2017 2019/2020 fiscal year, the Classified Salary Schedule will be increased by 3.0% 2%. Effective beginning the 2017/2018 2020/2021 fiscal year, the Classified Salary Schedule will be increased by 3.0% 2%.
- 8.6.3** **Equity Clause**
Should the District provide a compensation package (salary and health benefits) to any other employee group during the term of this agreement that exceeds the compensation package (salary and health

benefits increase plus the cost of Step 7 - \$1.179 million or 2.39%) provided to CSEA the District shall meet with CSEA to determine distribution of the difference to unit members. Such agreement shall be in writing.

8.7 Change in Range Assignments:

8.7.1 Promotion - Any employee unit member receiving a promotion shall receive a salary increase of at least five (5.0) percent. However, when the assignment results in a one range increase the employee unit member shall receive an adjustment of at least 2-1/2 percent.

8.7.1.1 The salary placement may be up to step three if there is verifiable experience in other positions based upon previous experience, education, certifications, and/or other skillset, as determined by the Vice Chancellor Human Resources & Employer/Employee Relations or the Executive Director Human Resources & Employer/Employee Relations in consultation with CSEA. However, the adjustment shall not be less than the percentages indicated in section 8.7.1 above.

8.7.2 Temporary Assignment: When the employee a unit member is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee unit member will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a step that is at least a 5% salary increase. However, when the out of classification assignment results in only a one range increase the employee unit member shall receive an adjustment of at least 2-1/2 percent. Unit members in a probationary status are not eligible for consideration to a higher classification while on probation. Exceptions may be approved by the Vice Chancellor of Human Resources (or designee) where a compelling circumstance may exist subject to consultation with the Chapter President.

8.11 Step Increments: The District shall provide employees unit members hired prior to July 1, 2018, a step increment after completion of six (6)-months of service, unit members hired on or after July 1, 2018, shall receive a step increase after twelve (12) months of service and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification. Effective July 1, 2018, the District shall add an additional step increment to the salary schedule for a total of seven (7) steps.

8.12 Salary Placement: New employees will be placed on the first step of the range to which they are appointed. However, the initial placement may be up to step three if there is verifiable experience in other positions ~~with higher salary~~ based upon previous experience, education, certifications, and/or other skillset, as determined by the Vice Chancellor Human Resources & Employer/Employee Relations or the Executive Director Human Resources & Employer/Employee Relations in consultation with CSEA. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).

8.14 Parking: Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each classified employee. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time classified employees and \$20.00 per academic year for part-time classified employees. Unit members may purchase a staff parking permit in accordance with BP-3450 to utilize these areas.

8.14.1 Two (2) annual parking passes will be provided for designated CSEA Representatives and an additional annual parking pass will be provided for the assigned CSEA Labor Relations Representative.

8.15 New Classifications: The District shall submit newly created classifications to a ~~mutually agreed upon classification consultant~~ CSEA for review. The newly created classification ~~consultant's recommendation~~ shall be subject to negotiations to the extent required by law. ~~The range allocation for the new classification shall be effective when established by the Board of Trustees.~~

8.16 Position Reclassification 2-Year Pilot Program (both parties will re-open in negotiations during the 2020-2021 academic year to evaluate the pilot program): The unit member District or CSEA, through the District, shall submit any proposed reclassification requests during the application submission period of October 1st through November 15th to the Executive Director of Human Resources (or designee) quarterly in January, April, July and October to a ~~mutually agreed upon classification consultant~~ for review. Only permanent unit members who have been in the position for at least 24 months may submit an application. Unit members may submit an application for a position reclassification only once every two (2) years. ~~The consultant's recommendation shall be submitted to a committee for negotiations to the extent required by law. The committee~~ Reclassification

Committee shall be a joint CSEA and District committee composed of the Vice Chancellor of Human Resources & Employer/Employee Relations and/or Executive Director of Human Resources (or designee) & Employer/Employee Relations; Director of Recruitment and Employment Services (or designee), the and Chapter 586 represented by the Chapter President (or designee), and/or Chief Union Steward (or designee), and the The CSEA Labor Representative may also attend but is a non-voting member. Any agreements reached by this committee shall be recommended to the Chancellor for final action.

8.16.1 The Reclassification Committee shall meet as needed to review reclassification requests. The meeting(s) will be held at times and dates agreeable to CSEA and District representatives.

8.16.2 Criteria: Where, as a result of the gradual increase of the duties being performed by a unit member, and where the duties may be extended on a continuing basis, and where the District elects not to remove the higher level duties, and where the new higher level duties constitute more than 30% of the current position (as determined by the Reclassification Committee); the incumbent unit member shall be entitled to have the position reviewed. The District reserves the right to remove the higher level duties at any time. It is the intent of this section to provide for the upgrading of positions to higher classifications where there has been new higher level duties added, required by the District, in the position being performed by incumbent unit members, where such changes are not temporary in nature, and where changes require a skill level or a responsibility level higher than that which is required of the existing position job description. Reclassification is not appropriate based upon an increased volume of work, or based only upon an incumbent unit member's special or unusual skills or qualifications unless the unit member is required to use such skills or qualifications in the position.

8.16.3 Process. All applications must be timely. Incomplete applications will not be considered. A complete application shall include:

- A completed and signed application submitted on the District designated form
- A current job description that clearly articulates the higher-level duties that have been added

8.16.4 Requests for Reclassifications. "Request for Reclassification" forms may be obtained electronically on the District's ERP System. All reclassification requests must be electronically delivered to Human Resources using the ERP System. Requests for reclassification shall be initiated by the incumbent unit member. All requests submitted to Human Resources will also be provided to the appropriate supervisor. Human Resources will be responsible for collecting information regarding each request. The Reclassification Committee shall review the requests and documentation to determine their merits, and may interview unit members, management supervisors, and/or division heads affected by the outcome of the request for reclassification.

8.16.5 Changes in Job Content. Should the District change the job content (requirements of the job as to knowledge and skills, mental effort, responsibility and working conditions) of an existing job, the following procedure shall be utilized:

8.16.5.1 The proposed description will be developed and submitted to the Reclassification Committee to determine if the job description and range accurately reflect the scope of the job as currently performed and/or as proposed.

8.16.5.2 If the Reclassification Committee agrees with the new job description and the assigned salary range, the job description shall then be forwarded to the affected unit member unless there is no affected unit member.

8.16.5.3 If the Reclassification Committee is unable to agree upon an appropriate salary classification for the proposed changed description, the parties have the option to submit the matter to the Vice Chancellor of Human Resources for a final decision.

8.16.5.4 Any adjustment in the salary rate will be effective as determined by the Vice Chancellor of Human Resources.

8.16.6 Salary Placement of Reclassified Unit Member(s). When a unit member(s) is reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step of the new range which will result in a percentage salary increase of at least five percent (5%) unless resulting in only a one range increase the unit member shall receive an adjustment of at least two and one-half percent (2½%) in accordance with Section 8.7.1 and 8.7.1.1.

8.16.7 Decisions. The decisions of the Reclassification Committee to recommend or not recommend requests shall

be reached by majority. The CSEA Chapter President or designee and a District representative shall sign indicating agreement. If an agreement is not reached, then the request does not move forward and the District shall assess duties that are reasonably related to the current job description and remove duties that are not consistent with the unit member's current job description.

8.16.8 Incumbent Rights. When an entire class of positions is reclassified, the incumbent unit members in the positions shall be entitled to serve in the new positions.

8.16.9 Appeal Procedure. The unit member may appeal the decision of the Reclassification Committee within ten (10) work days from the date of notice to the unit member of the Reclassification Committee's decision. If an appeal is made, the Reclassification Committee shall meet with the appellant to receive any new information/materials not previously submitted to the Reclassification Committee, and then render a final decision within five (5) working days. The decision of the Reclassification Committee in this situation shall be final and shall not be subject to the grievance procedure.

8.17 **Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable classification consultant to be conducted in February of every third year, beginning in 2008 2020. The study shall evaluate the relative position of salaries paid to mutually agreeable benchmark classifications in relationship to other employers. When performing the labor market study, the consultant shall survey the three other Orange County Community College Districts, ~~major Orange County Private and Public employers,~~ and other California multi-college districts of similar size. The results of the study shall be submitted to the District and CSEA for negotiations.

8.18 **Professional Growth:** The District shall contribute up to \$30,000 annually for a total of \$30,000 each year (that does not accrue or carry over) for a professional growth program. CSEA shall establish criteria for this program subject to approval by the Vice Chancellor of Human Resources.

ARTICLE 9 HEALTH AND WELFARE BENEFITS

9.1 **District Contribution:** Effective July 1, 2012, the District shall provide up to a maximum contribution equivalent to the rates for the Blue Shield PPO effective in October 2012 for the 2012-2013 plan year for District medical insurance for benefit eligible bargaining unit members and their eligible dependents. For each succeeding fiscal year, the District shall raise its annual maximum contribution by up to 10% over the previous year's District contribution. Any premium increase above 10% over the previous year's District maximum contribution shall be paid by active employees through payroll deduction, provided however that the District contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate plan premium.

9.2 **District Health Plans:** Effective July 1, 2012, or as soon as implementation can be completed, the benefits provided under Article 9.1 above shall be as follows:

(a) **Medical Insurance:**

- i. PPO Plan: SISC Blue Shield
- ii. HMO Plan: Blue Shield

iii. HMO Plan: Kaiser

(b) **Dental Insurance:** Delta Dental Enhanced Preferred Plan effective October 1, 2012.

(c) **Vision Insurance:** Vision Service Plan

(d) **Long Term Disability:** Prudential

(e) **Life Insurance:** Prudential

9.5 **Retiree Benefits:** Effective July 1, 2008, bargaining unit members who retire from the District and PERS/STRS concurrently at sixty (60) years of age or older who have been employed in the District for at least ten (10) consecutive years, during which they were health benefit eligible under the terms of this Agreement immediately prior to retirement, shall receive the same District contribution as provided active bargaining unit members under Article 9.1 above, toward health benefits specified under Article 9.2 above, excluding long term disability and life insurance, the legal assistance program and long term care insurance, until age 65 or until the bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium increase above the District contribution under Article 9.1 above shall be paid by personal check by the retiree in advance for the month of coverage.

9.5.1 **Medicare Eligibility and Continuation of Benefits:** The District shall provide retired employees who qualify for continuation of benefits under Article 9.5 with the option to purchase at employee expense supplemental medical coverage, provided the retiree has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B or any other provider required

Medicare program. This benefit is subject to the approval of the District Insurance carrier. This shall not be considered a vested right of retirees. The retiree may select from Options A, B, ~~or~~ C, or D subject to the conditions set forth herein.

Option A: The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15th of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

Option B: The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and CSEA will meet to negotiate a similar program under a different administrator.

Option C: Blue Shield 65 Plus Medicare Advantage Plan shall be offered to retirees through an HMO ~~in lieu of Medicare~~ after assignment of the retiree's Medicare benefit to the HMO provider. The same conditions/stipulations apply to Option C as in Option B.

Option D: Kaiser Senior Advantage HMO Medicare Plan shall be offered to retirees through an HMO after assignment of the retiree's Medicare benefit to the HMO provider. The same conditions/stipulations apply to Option D as in Option B and C.

~~9.8 Supplemental Early Retirement Program:~~ ~~Subject to Board approval, the District will implement a Supplemental Early Retirement Program (SERP) based upon the proposal previously discussed with PARS at the April 3, 2012 negotiation session. This proposal will provide a \$5,000.00 payment through PARS (at the discretion of the applicant) and between 50% and 70% salary payable in increments as presented by the PARS representative. This program will be open through December 31, 2012. There must be a minimum of the following levels for consideration of acceptance:~~

- ~~A. 50% salary: 26 participants~~
- ~~B. 60% salary: 33 participants~~
- ~~C. 70% salary: 45 participants~~

ARTICLE 11 VACATIONS

11.2.1 Probationary unit members shall not be eligible to take vacation until the first day of the pay period following completion of six (6) working months of employment with the District. Earned vacation for probationary unit members shall not become a vested right until the unit member has completed six (6) working months of service. No payment for vacation accumulation shall be made to probationary unit members who separate from employment with the District prior to completion of six (6) working months of service.

11.2.1.1 The Vice Chancellor of Human Resources or designee may grant exceptions to an appeal by a unit member.

11.6 Vacation Scheduling: Vacations shall be scheduled at times requested by employees unit members subject to prior approval of the supervisor and operational needs. Prior approval means a minimum of 48 hours advanced notice of the request to the supervisor. A supervisor or designee shall act on a vacation request within a reasonable period of time. The order of approval shall be on a first-come basis. Approval of requests received on the same date for the same vacation days shall be based on a rotational list, initially ranked by hire date. Any supervisor or designee denying a vacation shall, upon the employee's unit member's request, communicate with the employee unit member within a reasonable period of time to discuss a potential alternate mutually agreeable vacation period if available. If no agreement is reached, the unit member may appeal to the Vice Chancellor of Human Resources or designee for a resolution of the matter.

11.7 Vacation Carry-Over: Employees Unit members may not accumulate and earn or accrue more than one and one-half times their annual vacation accrual as of August 31. A unit member who has accrued more than one and one-half times their annual vacation on August 31st of any year Employees' vacation balances exceeding that limit on August 31 shall not earn (nor accrue) further vacation leave until they reduce their vacation leave balance to an amount not exceeding that limit. Upon written request by the employee, the immediate supervisor shall provide a copy of the current vacation carry-over balance. Employees Unit members shall receive an electronic reminder to check their vacation accrual by April of each year. It is the responsibility of employees unit members to monitor their vacation accrual in Workday and to ensure that their vacation balance does not exceed the limit on August

31. If an employee is prevented by District action from taking any vacation accrued in excess of the limit, such excess shall be paid by the District. For uncommon extra-ordinary circumstances, a bargaining unit member may request consideration by the Vice Chancellor of Human Resources & Employer/Employee Relations to extend vacation beyond the accrual limit.

ARTICLE 12 LEAVES

12.1 Bereavement Leave: ~~Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of five (5) days if travel exceeds 200 miles within the State of California, or if travel is outside the State of California, or and three (3) days for under all other family members circumstances.~~ **Every unit member shall be entitled to five (5) days of paid leave of absence for each occurrence for the death of a spouse or domestic partner, child; child of spouse or domestic partner; parent, step-parent, legal guardian of the unit member or of the spouse or domestic partner of the unit member; or if travel out-of-state is required for any other member of the unit member's immediate family. Otherwise, every unit member shall be entitled to three (3) days paid leave of absence for any other member of the unit member's immediate family. This leave shall not be deducted from sick leave.** The immediate family is defined as parent, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, legally designated domestic partner, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, former spouse, or any relative living in the immediate household of the employee. The Vice Chancellor of Human Resources & Employer/Employee Relations or the Executive Director of Human Resources & Employer/Employee Relations reserves the right to request verification.

12.1.1 Personal Necessity Leave can be used to extend bereavement leave.

12.4 Sick Leave:

12.4.1 Leave of Absence for Illness or Injury: An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for their own illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

12.5 Extended Sick Leave: Each employee unit member in the bargaining unit shall once a year be credited with a total of 100 days extended sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each day of extended sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's unit member's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 12.4 and 12.9. The leave in this Section shall not be accumulative.

12.5.1 ~~An employee shall exhaust all unused accrued vacation, and compensatory time prior to utilizing the 100-day extended sick leave. For compelling reasons, as determined by the Vice Chancellor of Human Resources & Employer/Employee Relations or Executive Director of Human Resources & Employer/Employee Relations, the employee may utilize extended sick leave prior to exhausting unused vacation time.~~ **A unit member must exhaust all accrued full paid sick leave prior to accessing the 100 days of extended sick leave (differential pay). Utilizing paid vacation in lieu of the 100 days of extended sick leave when a unit member is out of full paid sick leave is not allowable. The 100 day extended sick leave may be coordinated with vacation and other paid leaves if the employee is out on a district approved medical leave or with approval of the Vice Chancellor of Human Resources or designee.**

12.5.2 ~~In no event shall employees be allowed to combine vacation or compensatory time with 100-day extended sick leave.~~

12.9 Industrial Accident and Illness Leave: In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:

12.9.4 ~~Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.~~

12.10 Parental Leave (Child Bonding); exhaustion of available sick leave; deduction from salary (Education Code 87780.1) ~~An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20)~~

working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate. In the event a female employee suffers a disability caused by pregnancy or child birth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician.

12.10.1 Definition of Parental Leave (Child Bonding): *For the purposes of this Article, "parental leave" is defined as "leave for reason of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member."*

12.10.2 Eligibility for Parental Leave (Child Bonding)

12.10.2.1 *All full-time and part-time unit members who have been employed for 12 months with the District are entitled to utilize parental leave.*

12.10.2.2 *There is no threshold number of hours that part-time unit members, as well as full-time unit members, must work in order to be eligible for parental leave.*

12.10.3 General Provisions

12.10.3.1 *All unit members who meet the eligibility requirements in Section 12.10.2 are entitled to 12 workweeks of parental leave in any 12-month period.*

12.10.3.1.1 *When both parents of the child are unit members of the District, the parents will be limited to a total of 18 workweeks of parental leave between the two of them with no more than twelve (12) weeks of allowable use for either unit member. Unit members within the same unit, department, or division may not be approved for concurrent or consecutive leaves as the District reserves the right to approve based upon operational need.*

12.10.3.2 *The unit member is entitled to take parental leave in intermittent periods within the 12-month period; however, the aggregate amount of parental leave taken shall not exceed 12 workweeks in the 12-month period. Intermittent parental leave must be taken in minimum leave durations of two weeks at a time. A unit member may be granted a parental leave request of less than two weeks no more than two times in a 12-month period.*

12.10.3.3 *If a fiscal year concludes before the 12-workweek period is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent fiscal year.*

12.10.4 *The unit member is entitled to use his or her regular accrued paid sick leave and extended sick leave in taking parental leave, if the unit member chooses to do so.*

12.10.4.1 *The unit member must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the unit member is entitled to use extended sick leave, for a total of 12 workweeks in any 12-month period.*

12.10.5 *The unit member is also entitled to use his or her vacation leave in taking parental leave, if the unit member chooses to do so.*

12.10.6 *The unit member can choose to, but is not required to, use his or her paid leaves, e.g., sick leave or vacation leave, when taking parental leave.*

12.10.7 *Paid parental leave under this Article runs concurrently with unpaid parental leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for a total of 12 workweeks during any 12-month period.*

12.10.8 *When all paid leaves have been exhausted, the unit member is entitled to utilize unpaid leave up to 12 workweeks.*

12.15 Participation In School Activities Of Children Leave

12.15.1 *A unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child, of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care provider, may take off up to 40 hours each year, not exceeding eight hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of his or her children, if the unit member, prior to taking the time off, gives reasonable notice to the District of the planned absence of the unit member.*

- 12.15.2** *If both parents of a child work at the same worksite, the entitlement under 12.15.1 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the District, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in 12.15.1 only if he or she obtains the District's approval for the requested time off.*
- 12.15.3** *Unit members shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence. A unit member also may utilize time off without pay for this purpose.*

ARTICLE 13 TRANSFERS AND REASSIGNMENT

13.1 Lateral Transfer Within Current Classification: An employee may request a lateral transfer to an open position within the employee's current permanent classification. *A qualified applicant shall be a permanent (not probationary) bargaining unit member serving in the same salary range and comparable position as that of the open position and who meets the qualifications for the open position per the job description for that position.* Experience in out-of-classification assignments for a minimum of sixty (60) work days within the preceding two (2) year period will qualify an employee to apply for a lateral transfer in that classification. The employee shall provide documentation of such assignments. The open position shall be posted for ten (10) working days at appropriate work locations prior to the commencement of interviews. Eligible employees may apply for the position by filing an appropriate District application with the Office of Human Resources within the time limits specified and will be granted an interview. The District retains the right to hire the most suitable applicant for the position. All applicants shall receive written notice of the selection determination. The transfer under this Section, unless otherwise agreed, will take place within two (2) weeks of Board approval.

13.2 Open Position: When a bargaining unit position has not been filled through a lateral transfer under Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members *(including those who have worked in an out-of-class assignment)* shall be interviewed. All bargaining unit member applicants shall receive written notice of the selection determination.

ARTICLE 15 DISCIPLINARY ACTIONS

- 15.2 Disciplinary Actions:** Discipline shall be imposed on employees of the bargaining unit for the following reasons:
- 15.2.10** ~~Repeated unreported~~ *Unreported*, and/or unauthorized absence or tardiness.
 - 15.2.11** Unexcused, repeated, and/or persistent absences.
 - 15.2.12** The use of fraud, deception, or misrepresentation of material facts in obtaining an *position or promotion* appointment.
 - 15.2.15** Use of District e-mail, Internet, mail services, equipment, materials and/or facilities for *personal and/or* political purposes as defined in Board Policy and/or Administrative Regulations.
- 15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District. *However, the District may use prior discipline and written warnings and/or reprimands to establish a prior pattern of conduct.*

ARTICLE 16 SAFETY

- 16.4** *Unit members shall be released with pay to attend emergency response training when mandated by the District.*

ARTICLE 21 NEGOTIATIONS

- 21.3 Release Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who *Negotiation Team members* shall be given reasonable release time to participate in negotiations. *Prior to the commencement of negotiations for any successor agreement, CSEA and the District shall meet to discuss a reasonable amount of*

reassigned time for a reasonable number of negotiation team members. Two (2) members of the classified negotiating team, if their work schedules are second or third shift on the day of the negotiations, shall earn release time equivalent to the amount of time spent in scheduled negotiations at the table with the District. This release time will be accumulated and shall be taken at a time mutually acceptable to the employee and the employee's supervisor within twelve (12) months of the date on which it was earned. At the conclusion of each negotiation session between the District and CSEA, the spokespersons for the respective negotiating teams will agree on the amount of earned release time for the two (2) affected employees. For example, if negotiations between the District and CSEA commenced at 9:30 a.m., and ended at 12 noon, the amount of release time would equal 2.5 hours.

- 21.5 **Reopener Clause:** This is a three-year agreement with no reopeners in the second and third year except by mutual agreement limited to Article 5 Evaluations Section 5.2 (Evaluation tool), Article 7 Section 7.1.2 (4-10 Summer Schedule), and Article 8.16 (Position Reclassification Process). Additional articles may be opened by mutual agreement between the parties.

ARTICLE 22 DURATION

- 22.1 **Length of Agreement:** The length of this Agreement shall be from July 1, 2015 2018, to June 30, 2018 2021 and shall continue from year to year thereafter unless alteration or amendment is requested in writing in accordance with Article 21.

The parties agree to replace "employee" or "employees" with "unit member" or "unit members" as appropriate throughout the collective bargaining agreement. This tentative agreement is subject to ratification by the CSEA (Name) Chapter (Number) membership, CSEA Policy 610 requirements and approval by the (District Name) Board of Education (or Trustees).

California School Employees Association
and its SOCCCD Chapter 586

Scott Ferguson Greene 6/18/18

Scott Ferguson Greene Date
President, Chapter 586

Dean LeBeau 6/18/18

Dean LeBeau Date
Vice President, Chapter 586

Melissa Klimowicz 6/18/18

Melissa Klimowicz Date
Chief Union Steward, Chapter 586

Maria Nunez 6/18/18

Maria Nunez Date
Negotiations Team Member, Chapter 586

Nathan Quach 6/18/18

Nathan Quach Date
2nd Vice President, Chapter 586

Danny Torres 6/18/18

Danny Torres Date
CSEA Senior Labor Relations Representative

Matt Phutisatayakul 06/18/18

Matt Phutisatayakul Date
CSEA Labor Relations Representative

South Orange County Community College District

Cindy Vyskocil 6/18/18

Cindy Vyskocil, Ed.D. Date
Vice Chancellor, Human Resources

Kim Widdes 6/18/18

Kim Widdes Date
Executive Director, Human Resources

Davit Khachatryan Date

Davit Khachatryan Date
Vice President, College Administrative Services

Christian Alvarado 6/18/18

Christian Alvarado Date
Dean, Enrollment Services

1.5% increase for FY 2018-2019

2% increase for FY 2019-2020

2% increase for FY 2020-2021

On-going cost of adding Step 7 to the salary schedule

| Increased Annual Cost | | | | | Cumulative Cost | | |
|--------------------------------|----------------|--------------|--------------|--------------|--------------------------|--------------------------|--------------------------|
| 2018-2019 | | | 2019-2020 | 2020-2021 | 2018-2019 | 2019-2020 | 2020-2021 |
| 1.5% Increase | Add New Step 7 | Total | 2% Increase | 2% Increase | Cumulative Cost 3.89% | Cumulative Cost 5.89% | Cumulative Cost 7.89% |
| Salary \$ 580,719 | \$ 925,218 | \$ 1,505,937 | \$ 804,410 | \$ 820,499 | \$ 1,505,937 | \$ 3,816,284 | \$ 6,947,130 |
| 27.462% Benefits \$ 159,477 | \$ 254,083 | \$ 413,560 | \$ 220,907 | \$ 225,325 | \$ 413,560 | \$ 1,048,028 | \$ 1,907,821 |
| Total \$ 740,196 | \$ 1,179,301 | \$ 1,919,497 | \$ 1,025,318 | \$ 1,045,824 | \$ 1,919,497 | \$ 4,864,312 | \$ 8,854,950 |
| 1.50% | 2.39% | 3.89% | 2.08% | 2.12% | 3.89% | 5.97% | 8.09% (compounded) |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Saddleback College and Irvine Valley College: Annual Accreditation Reports

ACTION: Information

BACKGROUND

In accordance with the normal accreditation process, the colleges are required to submit an annual report to the Accrediting Commission for Community and Junior Colleges.

STATUS

Both Saddleback College and Irvine Valley College have prepared their Annual Accreditation Reports, which were submitted to the Accrediting Commission for Community and Junior Colleges by the March 31 deadline. The Saddleback College Annual Report is provided as Exhibit A. The Irvine Valley College Annual Report is provided as Exhibit B.

Item Submitted By: *Dr. Jim Buysse, Acting President, Saddleback College*
Dr. Glenn R. Roquemore, President, Irvine Valley College

Item Submitted By: *Dr. Jim Buysse, Acting President, Saddleback College*
Dr. Glenn R. Roquemore, President, Irvine Valley College

2018 Annual Report
Final Submission
04/02/2018

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

General Information

| # | Question | Answer |
|-----|--|--|
| 1. | Confirm logged into the correct institution's report | Confirmed |
| 2. | Name of individual preparing report: | Jennifer Klein |
| 3. | Phone number of person preparing report: | 949-824-4565 |
| 4. | E-mail of person preparing report: | jklein26@saddleback.edu |
| 5. | Total unduplicated headcount enrollment: | Fall 2017: 27,255 Fall 2016: 27,005 Fall 2015: 25,960 |
| 6. | Total unduplicated headcount enrollment in degree applicable credit courses: | Fall 2017: 19,159 Fall 2016: 19,245 Fall 2015: 19,140 |
| 7. | Headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements): | Fall 2017: 2,111 Fall 2016: 2,299 Fall 2015: 2,450 |
| 8. | Number of programs which may be fully completed via distance education: | Fall 2017: 1 Fall 2016: 1 Fall 2015: 5 |
| 9. | Total unduplicated headcount enrollment in all types of Distance Education: | Fall 2017: 10,126 Fall 2016: 9,160 Fall 2015: 8,819 |
| 10. | Do you offer Correspondence Education? | No |
| 11. | Total unduplicated headcount enrollment in all types of Correspondence Education: | Fall 2017: n/a Fall 2016: n/a Fall 2015: n/a |

Student Achievement Data

| # | Question | Answer |
|---|----------|--------|
|---|----------|--------|

| | | | | |
|-----|---|---------------------------------|---------|---------|
| | | 2017 | 2016 | 2015 |
| 12. | a. What is your Institution-set standard for successful student course completion? | 72.95 % | 73.37 % | 70.29 % |
| | b. Actual successful course completion rate: | 74.08 % | 73.8 % | 72.23 % |
| 13. | a. Type of Institute-set standard for degrees If Number-other or Percent-other, please describe: | Number of degrees | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard for degrees? | 1,570 | 1,304 | 1,300 |
| | c. Actual degrees awarded: | 1,716 | 1,424 | 1,321 |
| 14. | a. Type of Institute-set standard for certificates If Number-other or Percent-other, please describe: | Number of certificates | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard for certificates? | 2,129 | 2,112 | 2,247 |
| | c. Actual certificates awarded: | 2,344 | 2,347 | 2,302 |
| 15. | a. Type of Institute-set standard for student transfers to a 4-year colleges/universities If Number-other or Percent-other, please describe: | Number of transfers | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard for student transfers to 4-year colleges/universities? | 3,620 | 3,358 | 4,077 |
| | c. Actual student transfers to 4-year colleges/universities: | 3,868 | 3,605 | 3,915 |
| 16. | Number of CTE certificates and degrees for which the institution has set a standard for licensure passage rates: | 2017: 6 2016: 6 2015: 6 | | |
| 17. | Number of CTE certificates and degrees for which the institution has set a standard for graduate employment rates: | 2017: 21 2016: 17 2015: 9 | | |
| 18. | Examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study: | | | |

| | Program | Examination | Institution set standard (%) | 2016 Pass Rate (%) | 2015 Pass Rate (%) | 2014 Pass Rate (%) |
|-----|--|------------------------------|------------------------------|-----------------------------|-----------------------------|--------------------|
| | Registered Nurse | national | 90 % | 98 % | 93 % | 94 % |
| | Paramedic | national | 90 % | 97 % | 100 % | 99 % |
| | EMT | national | 60 % | 90 % | 78 % | 63 % |
| | Medical Lab Technician | national | 90 % | 100 % | 100 % | 100 % |
| | Phlebotomy | national | 80 % | 100 % | 76 % | 93 % |
| | Cosmetology | state | 75 % | 94 % | 91 % | 77 % |
| | | | | | | |
| 19. | Job placement rates for students completing certificate programs and CTE (career-technical education) degrees: | | | | | |
| | Program | Institution set standard (%) | 2016 Job Placement Rate (%) | 2015 Job Placement Rate (%) | 2014 Job Placement Rate (%) | |
| | Accounting | 75 % | 83.2 % | 80.6 % | 66.7 % | |
| | Administrative Medical Assistant | 60 % | 85 % | 93.8 % | 68.4 % | |
| | Alcohol and Drug Studies | 60 % | 82.4 % | 90 % | 65 % | |
| | American Sign Language | 60 % | 42.9 % | 100 % | 75 % | |
| | Business Leadership | 75 % | 84.5 % | 70 % | 80 % | |
| | Cinema/TV/Radio: Cinema Speciality | 50 % | 75 % | 77.8 % | 68 % | |
| | Clinical Medical Assistant | 60 % | 79.3 % | 68.4 % | 77.3 % | |
| | Computerized Accounting Specialist | 75 % | 83.2 % | 80.6 % | 66.7 % | |
| | Cosmetology | 55 % | 70.6 % | 82.6 % | 66.7 % | |
| | Culinary Arts | 75 % | 71.4 % | 77.8 % | 88.9 % | |
| | Early Childhood Teacher | 75 % | 80 % | 78.6 % | 72.7 % | |
| | Emergency Medical Technician | 60 % | 72.2 % | 84 % | 76.9 % | |
| | Horticulture | 55 % | 43.8 % | 68.8 % | 37.5 % | |
| | Landscape Design | 55 % | 57.1 % | 75 % | 50 % | |
| | Medical Lab Technology | 80 % | 93.8 % | 87.5 % | 60 % | |
| | Network Administrator | 70 % | 77.8 % | 53.9 % | 80 % | |
| | Nutrition | 55 % | 72.2 % | 54.6 % | 77.8 % | |
| | Paramedic | 80 % | 95.2 % | 100 % | 100 % | |
| | Registered Nurse | 80 % | 90.4 % | 80.7 % | 82.4 % | |
| | Real Estate Sales | 60 % | 70 % | 59.6 % | 52.1 % | |
| | Comprehensive Medical Assistant | 60 % | 77.1 % | 88.5 % | 63 % | |

Student Learning Outcomes and Assessment

| # | Question | Answer |
|---|----------|--------|
|---|----------|--------|

| | | | | |
|-----|--|-------|-------|-------|
| | Courses | 2017 | 2016 | 2015 |
| 20. | a. Total number of college courses: | 1,623 | 1,613 | 1,711 |
| | b. Number of college courses with ongoing assessment of learning outcomes: | 1,296 | 1,488 | 1,711 |
| | Programs | 2017 | 2016 | 2015 |
| 21. | Total number of college programs (all certificates and degrees, and other programs as defined by college): | 220 | 240 | 250 |
| | b. Number of college programs with ongoing assessment of learning outcomes: | 220 | 240 | 249 |
| | Student Services and Learning Support | 2017 | 2016 | 2015 |
| 22. | Total number of student services and learning support activities (as college has identified or grouped them for SSO/SAO implementation): | 17 | 17 | 17 |
| | b. Number of student and learning support activities with ongoing assessment of learning outcomes: | 17 | 13 | 15 |

Other Information

| | |
|-----|---|
| | Please use this text box to provide any comments regarding the data submitted in this report (optional, no limit). |
| 23. | Our college engaged in in-depth dialogue regarding institution-set standards. These ISS were not only discussed through shared governance in committees, but also at a program and department level and with academic deans. Through this process the college engaged in continuous improvements and came up with ideas for further assessments. |

The data included in this report are certified as a complete and accurate representation of the reporting institution.

If you need additional assistance, please contact the commission.

Sincerely,

ACCJC
10 Commercial Blvd., Suite 204
Novato, CA 94949
email: support@accjc.org
phone: 415-506-0234



ACCREDITING COMMISSION FOR
COMMUNITY AND JUNIOR COLLEGES
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES

[| Help](#) [| Logout](#)

2018 Annual Report
Final Submission
04/03/2018

Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618

General Information

| # | Question | Answer |
|-----|--|--|
| 1. | Confirm logged into the correct institution's report | Confirmed |
| 2. | Name of individual preparing report: | Christopher McDonald |
| 3. | Phone number of person preparing report: | 949-451-5212 |
| 4. | E-mail of person preparing report: | cmcdonald@ivc.edu |
| 5. | Total unduplicated headcount enrollment: | Fall 2017: 15,358 Fall 2016: 15,541 Fall 2015: 14,612 |
| 6. | Total unduplicated headcount enrollment in degree applicable credit courses: | Fall 2017: 11,689 Fall 2016: 12,330 Fall 2015: 11,838 |
| 7. | Headcount enrollment in pre-collegiate credit courses (which do not count toward degree requirements): | Fall 2017: 1,948 Fall 2016: 2,407 Fall 2015: 2,401 |
| 8. | Number of programs which may be fully completed via distance education: | Fall 2017: 0 Fall 2016: 0 Fall 2015: 0 |
| 9. | Total unduplicated headcount enrollment in all types of Distance Education: | Fall 2017: 4,988 Fall 2016: 4,841 Fall 2015: 4,328 |
| 10. | Do you offer Correspondence Education? | No |
| 11. | Total unduplicated headcount enrollment in all types of Correspondence Education: | Fall 2017: n/a Fall 2016: n/a |

| | |
|--|-----------------------|
| | Fall 2015: n/a |
|--|-----------------------|

Student Achievement Data

| # | Question | Answer | | |
|-----|---|---|---------------|---------------|
| 12. | | 2017 | 2016 | 2015 |
| | a. What is your Institution-set standard for successful student course completion? | 72 % | 72 % | 72 % |
| | b. Actual successful course completion rate: | 74.6 % | 74.5 % | 72.6 % |
| 13. | a. Type of Institute-set standard for degrees If Number-other or Percent-other, please describe: | Number of degrees | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard for degrees? | 770 | 770 | 770 |
| | c. Actual degrees awarded: | 1,026 | 943 | 808 |
| 14. | a. Type of Institute-set standard for certificates If Number-other or Percent-other, please describe: | Number of certificates | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard for certificates? | 100 | 100 | 100 |
| | c. Actual certificates awarded: | 123 | 125 | 127 |
| 15. | a. Type of Institute-set standard for student transfers to a 4-year colleges/universities If Number-other or Percent-other, please describe: | Number of transfers | | |
| | | 2017 | 2016 | 2015 |
| | b. What is your Institution-set standard student transfers to 4-year colleges/universities? | 2,000 | 2,000 | 2,000 |
| | c. Actual student transfers to 4-year colleges/universities: | 2,712 | 2,457 | 2,388 |
| 16. | Number of CTE certificates and degrees for which the institution has set a standard for licensure passage rates: | 2017: 0 2016: 0 2015: 0 | | |
| 17. | Number of CTE certificates and degrees for which the institution has set a standard for graduate employment rates: | 2017: 57 2016: 57 2015: 47 | | |
| 18. | Examination pass rates in programs for which students must pass a licensure examination in order to work in their field of study: | | | |

| | Program | Examination | Institution set standard (%) | 2016 Pass Rate (%) | 2015 Pass Rate (%) | 2014 Pass Rate (%) |
|-----|--|------------------------------|------------------------------|-----------------------------|-----------------------------|--------------------|
| | N/A | | 0 % | 0 % | 0 % | 0 % |
| 19. | Job placement rates for students completing certificate programs and CTE (career-technical education) degrees: | | | | | |
| | Program | Institution set standard (%) | 2016 Job Placement Rate (%) | 2015 Job Placement Rate (%) | 2014 Job Placement Rate (%) | |
| | Accounting (050200) | 60 % | 71.32 % | 73.91 % | 58.21 % | |
| | Business Administration (050500) | 60 % | 74.47 % | 61.11 % | 0 % | |
| | Business Management (050600) | 60 % | 73.33 % | 0 % | 0 % | |
| | Software Applications (070210) | 60 % | 82.35 % | 0 % | 0 % | |
| | Computer Programming (070710) | 60 % | 61.54 % | 0 % | 61.11 % | |
| | Computer Networking (070810) | 60 % | 78.57 % | 80.95 % | 0 % | |
| | Electronics and Electric Technology (093400) | 60 % | 88.46 % | 0 % | 0 % | |

Student Learning Outcomes and Assessment

| # | Question | Answer | | |
|-----|---|------------|------------|------------|
| 20. | Courses | 2017 | 2016 | 2015 |
| | a. Total number of college courses: | 921 | 928 | 918 |
| | b. Number of college courses with ongoing assessment of learning outcomes: | 912 | 915 | 844 |
| 21. | Programs | 2017 | 2016 | 2015 |
| | a. Total number of college programs (all certificates and degrees, and other programs as defined by college): | 91 | 91 | 87 |
| | b. Number of college programs with ongoing assessment of learning outcomes: | 91 | 91 | 86 |
| 22. | Student Services and Learning Support | 2017 | 2016 | 2015 |
| | a. Total number of student services and learning support activities (as college has identified or grouped them for SSO/SAO implementation): | 14 | 14 | 14 |
| | b. Number of student and learning support activities with ongoing assessment of learning outcomes: | 14 | 14 | 14 |

Other Information

| | |
|-----|--|
| 23. | Please use this text box to provide any comments regarding the data submitted in this report (optional, no limit). |
| | <input type="text"/> |

The data included in this report are certified as a complete and accurate representation of the reporting institution.

[Click to Print This Page](#)

[ACCJC](#) | [Contact Us](#)

© 2010 ACCJC

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Staff Response to Public Comments from 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: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: List of Board Requested Reports

ACTION: Information

BACKGROUND

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months with old information dropped off and new requests added. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review.

STATUS

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Board of Trustees.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
LISTING OF BOARD REPORTS REQUESTED**

| Date Report Requested | Report Topic | Board Member Requesting Report | Report Due Date | Report to be Submitted By: | Date Submitted to the Board of Trustees |
|--------------------------------------|--|---|----------------------------|--|--|
| 6/25/18 | Assembly Bill 705 and Early College Program | Trustees Wright and Prendergast | July 2018 | Presidents Jim Buysse and Glenn Roquemore | 5-21-18 |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: SOCCCD: CCCT Student Trustee Member Election - 2018

ACTION: Information

BACKGROUND

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

Nominations for the student trustee position on the CCCT board must be postmarked on or before Saturday, July 7. Nominations are to be made by a member district student trustee who may nominate only one person. Student trustees may nominate themselves. To be eligible, the nominee must be a local community college district student trustee who will be serving during the 2018-19 school year and has consented to be nominated.

The election of the student member of the CCCT board will take place at the League's Student Trustees Orientation Workshop, August 10-12, 2018 at the Hilton San Francisco Airport Bayfront. Only Student Trustees that have submitted candidacy papers in accordance with the governing policies will have an opportunity to speak for up to three minutes.

STATUS

Each student trustee in attendance at the orientation may cast one vote for the CCCT Student Trustee member. The secret ballot election will take place following three-minute speeches by each candidate. The ballots will be counted by three tellers and results announced at the orientation. The candidate with the highest number of votes will be declared the winner. In the event of a tie, a run-off election shall be conducted between the tied candidates.

The newly elected student member of the CCCT board will be seated at the September meeting and serve through May 2019.

Item Submitted By: *Ann-Marie Gabel, Interim Chancellor*

TO: Board of Trustees
FROM: Ann-Marie Gabel, Interim 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
June 25, 2018

CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the district website: http://www.socccd.edu/about/about_planning.html. The next EFMP process is scheduled for FY 2018-2019.

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 | March 2014 | Award D/B Contract | Aug 2016 |
| Start Working Drawings | Sept 2016 | Complete Construction | <i>Aug 2019</i> |
| Complete Working Drawings | Nov 2017 | Advertise for FF&E | N/A |
| DSA Final Approval | June 2018 | DSA Close Out | Pending |

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.

| | Original | Revision | Total |
|-----------------------------|--------------|--------------|--------------|
| Project Budget: | \$14,530,000 | \$47,700,000 | \$62,230,000 |
| District Funding Commitment | \$14,530,000 | \$47,700,000 | \$62,230,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$14,530,000 | \$24,995,000 | \$39,525,000 |
| College Contribution: | \$0 | \$22,705,000 | \$22,705,000 |

Status: Construction Phase: Demolition & Earthwork

In Progress: Increment 2 (structure) package DSA review of back-check documents underway. Duration is longer than typical due to statewide project submittals increase.

Recently Completed: Select Construction Manager. DSA Approval of Increment 1 and Site Drainage Plans.

Focus: Increment 2 (structure) package DSA approval. Design-Build Entity buyout of remaining sub-trades. Monitor impact of recent steel tariffs. Coordinate impact to AT&T cell tower during construction.

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 will replace the existing six and will be located north of the Village. The existing TAS Building may be demolished with a new parking lot proposed; however, *related discussions regarding potential repurposing of the building* are underway.

| | | | |
|---------------------------|-----------|-----------------------------|----------|
| Start Preliminary Plans | Oct 2017 | Award Construction Contract | Aug 2018 |
| Start Working Drawings | Sept 2018 | Complete Construction | Aug 2022 |
| Complete Working Drawings | Sept 2019 | Advertise for FF&E | Pending |
| DSA Final Approval | Sept 2020 | DSA Close Out | Pending |

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012, 10/25/2013, 6/23/2014, and 8/22/2016. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing at \$14,733,000. On February 28, 2011, the Board approved \$6,799,055. On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved reassignment of funds of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored funding of \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved an additional \$3,110,000 for budget revisions to the North and South wing renovations. A scope change to new construction resulted in an estimated projected budget of \$47,175,000. The estimated cost for the Advanced Manufacturing program revision is \$8,700,000 and costs to address tennis courts, raise the building pad, change temporary parking lot to permanent and team rooms are \$8,225,000 for a total additional cost of \$16,925,000. *The Board of Trustees approved an additional \$44,863,622 in project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.*

| | Original | Revision | Total |
|-------------------------------|-------------|--------------|---------------------|
| Project Budget: | \$8,755,055 | \$47,119,945 | \$64,100,000 |
| District Funding Commitment: | \$8,755,055 | \$11,789,945 | \$20,545,000 |
| Anticipated State Match: | | | |
| Basic Aid Allocation: | \$1,956,000 | \$44,863,622 | \$46,819,622 |
| Renovation Expenditures: | | | <u>\$-1,308,622</u> |
| Revised Basic Aid Allocation: | | | \$45,511,000 |
| Unallocated Amount | | | \$0 |

Status: Proposal Submittal Phase.

In Progress: Design-Build Entities are preparing Proposals.

Recently Completed: *Mandatory pre-proposal conference, site walks, and interim one-on-one interviews held between evaluation committee and each pre-qualified Design-Build Entity to provide feedback on proposed design concepts and to clarify project criteria and RFP goals prior to the final proposal submittal. Issued two addendums.*

Focus Issue: *Issue final addendum and receive Design-Build Entity proposals to start committee evaluation process.*

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 building, located west of the existing Health/Sciences building, will co-locate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

| | | | |
|---------------------------|-----------|-----------------------------|---------|
| Start Preliminary Plans | 2019-2020 | Award Construction Contract | Pending |
| Start Working Drawings | Pending | Complete Construction | Pending |
| Complete Working Drawings | Pending | Advertise for FF&E | Pending |
| DSA Final Approval | Pending | DSA Close Out | Pending |

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017 the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. State match adjusts annually and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

| | <u>Original</u> | <u>Revision</u> | <u>Total</u> |
|------------------------------------|-----------------|-----------------|--------------|
| Project Budget: | \$42,867,000 | \$7,626,000 | \$50,493,000 |
| District Funding Commitment: | \$12,814,000 | \$ 10,374,000 | \$29,804,000 |
| Anticipated State Match: | \$30,053,000 | \$(9,364,000) | \$20,689,000 |
| Basic Aid Allocation: | \$ 1,545,115 | \$18,113,705 | \$19,658,820 |
| Unallocated District Contribution: | | | \$10,145,180 |

Status: Pursuing State Funding Match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those held in a "recommended for funding" status during the 2018-2019 funding cycle. The state has since evaluated all projects for 2019-2020 and are recommending this project for funding.

Recently Completed: The State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. District staff continues to work to maximize district project prospects for future funding considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential. *Staff is monitoring the July 2018 Board of Governor's agenda to verify the project is moving forward in the state process.*

IRVINE VALLEY COLLEGE

1. BARRANCA ENTRANCE (LASER WAY)

Project Description: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

| | | | |
|---------------------------|-------------------|-----------------------------|-----------------|
| Start Preliminary Plans | Feb 2010 | Award Construction Contract | May 2016 |
| Start Working Drawings | March 2011 | Complete Construction | Apr 2017 |
| Complete Working Drawings | March 2011 | Advertise for FF&E | N/A |
| DSA Final Approval | Dec 2012 | DSA Close Out | N/A |

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs.

| | Original | Revision | Total |
|------------------------------|-------------|----------|-------------|
| Project Budget: | \$2,850,000 | \$0 | \$2,850,000 |
| District Funding Commitment: | \$2,850,000 | \$0 | \$2,850,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$2,850,000 | \$0 | \$2,850,000 |

Status: Close out Phase: Southern California Edison (SCE) and the City of Irvine.

In Progress: Project close-out. Finalize SCE landscaping easement.

Recently Completed: Real Estate appraisal for SCE easement.

Focus: Complete SCE landscaping easement.

2. 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 south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings 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 6/23/2014, 8/22/2016 and 6/26/2017. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$8,974,680 outstanding. State match adjusts annually and is identified below. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

| | Original | Revision | Total |
|------------------------------------|--------------|----------------|--------------|
| Project Budget: | \$35,703,000 | \$ 7,157,000 | \$42,860,000 |
| District Funding Commitment: | \$10,562,000 | \$13,726,000 | \$24,362,000 |
| Anticipated State Match: | \$25,141,000 | \$(6,569,000) | \$18,498,000 |
| Basic Aid Allocation: | \$795,000 | \$14,592,320 | \$15,387,320 |
| Unallocated District Contribution: | | | \$ 8,974,680 |

Status: Pursuing State Funding Match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those the State Chancellor's Office held in a "recommended for funding" status during the 2018-2019 funding cycle. *The state has since evaluated all projects for the 2019-2020 and are recommending this project for funding.*

Recently Completed: State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. District staff continues to work to maximize district project prospects for future funding considerations.

Focus: Continue to follow activities in Sacramento to ensure maximum funding potential. *Staff is monitoring the July 2018 Board of Governor's agenda to verify the project is moving forward in the state process.*

4. PARKING LOT PHASE IA AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 135,000 square foot lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

| | | | |
|---------------------------|-----------------|-----------------------------|-----------------|
| Start Preliminary Plans | Sep 2017 | Award Construction Contract | Aug 2018 |
| Start Working Drawings | Dec 2017 | Complete Construction | <i>Feb 2019</i> |
| Complete Working Drawings | Mar 2018 | Advertise for FF&E | Oct 2018 |
| DSA Final Approval | June 2018 | DSA Close Out | May 2019 |

Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. 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. *The Board of Trustees approved \$1,300,000 in additional project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.*

| | Original | Revision | Total |
|------------------------------|-------------|--------------|-------------|
| Project Budget: | \$3,010,000 | \$4,478,000 | \$7,488,000 |
| District Funding Commitment: | \$3,010,000 | \$4,478,000 | \$7,488,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$3,010,000 | \$ 4,478,000 | \$7,488,000 |

Status: DSA review phase.

In Progress: Construction Documents are under review at DSA. Finalizing EV charging station infrastructure design. *Kick off SCE construction project to aggregate incoming electrical service. Obtain Board of Trustees approval for Battery Storage project recommended at this month's Board meeting.*

Recently Completed: Submitted \$1,300,000 CIC recommendation for Phase II funding to include 153 additional parking spaces and a power feed consolidation. *The battery storage contract negotiation was complex and required an additional month to complete. The vendor had not previously entered into an agreement with a community college and many changes were required to their typical agreement. Finalized SCE construction project details to aggregate incoming electrical service.*

Focus: *Proceed with procurement for battery storage project. Move into construction phase of SCE construction project to aggregate incoming electrical service.*

5. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building with an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building freeing space for counseling renovation. The new Health Center/Concession building is located adjacent to baseball fields and bleacher seating for 300 seats will be constructed.

| | | | |
|---------------------------|------------------|-----------------------------|-----------------|
| Start Preliminary Plans | May 2017 | Award Construction Contract | Aug 2018 |
| Start Working Drawings | Jul 2017 | Complete Construction | <i>Sep 2019</i> |
| Complete Working Drawings | Jan 2018 | Advertise for Equipment | Dec 2018 |
| DSA Final Approval | <i>June 2018</i> | DSA Close Out | Pending |

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016 and 6/26/2017. 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. *The Board of Trustees approved \$1,360,000 in additional project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.*

| | Original | Revision | Total |
|------------------------------|-------------|-------------|-------------|
| Project Budget: | \$5,200,000 | \$ 940,000 | \$6,140,000 |
| District Funding Commitment: | \$5,200,000 | \$ 940,000 | \$6,140,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$ 400,000 | \$5,740,000 | \$6,140,000 |

Status: DSA review phase.

In Progress: Construction Documents under review at DSA. Develop plans for infield netting project.

Recently Completed: Completed Construction Documents. Submitted \$1,360,000 CIC recommendation for furniture, fixture and equipment budget, installation of coaches' office and gender neutral restroom.

Focus: Respond to DSA review comments. Complete infield netting project.

ATEP

1. ATEP DEMOLITION

Project Description: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station as required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional phase required after the land exchange between the County and SOCCCD is complete. The schedule below will be updated after transfer of County land is complete.

| | | | |
|---------------------------|-----|-----------------------------|-----|
| Start Preliminary Plans | TBD | Award Construction Contract | TBD |
| Start Working Drawings | TBD | Complete Construction | TBD |
| Complete Working Drawings | TBD | Advertise for Equipment | N/A |
| DSA Final Approval | N/A | DSA Close Out | N/A |

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013. On April 22, 2004, the Board approved \$7,000,000. On June 17, 2013, the Board approved \$6,700,000 to fund additional demolition projects as a result of the land exchange.

| | Original | Revision | Total |
|------------------------------|--------------|--------------|--------------|
| Project Budget: | \$ 7,000,000 | \$ 6,700,000 | \$13,700,000 |
| District Funding Commitment: | \$ 7,000,000 | \$ 6,700,000 | \$13,700,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$ 7,000,000 | \$ 6,700,000 | \$13,700,000 |

Status: On hold. Awaiting Phase VII demolition upon completed land exchange.

In Progress: Negotiations with the City and the Navy to transfer county land to district so the demolition can be completed.

Recently Completed: On hold.

Focus: On hold.

2. 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 automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center were relocated and some spaces represent expansion. The project includes 50kV of solar electric power and is a LEED Gold Equivalent building.

| | | | |
|---------------------------|-------------------|-----------------------|-------------------|
| Start Preliminary Plans | Oct 2014 | Award D-B Contract | June 2015 |
| Start Working Drawings | July 2015 | Complete Construction | March 2018 |
| Complete Working Drawings | March 2016 | Advertise for FF&E | Sept. 2017 |
| DSA Final Approval | Sept 2016 | DSA Close Out | <i>Aug 2018</i> |

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 equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

| | Original | Revision | Total |
|------------------------------|--------------|--------------|--------------|
| Project Budget: | \$23,000,000 | \$ 6,350,000 | \$29,350,000 |
| District Funding Commitment: | \$23,000,000 | \$ 6,350,000 | \$29,350,000 |
| Anticipated State Match: | \$0 | \$0 | \$0 |
| Basic Aid Allocation: | \$21,450,000 | \$ 5,950,000 | \$27,400,000 |
| College Contribution: | \$0 | \$ 1,950,000 | \$ 1,950,000 |

Status: Project Closeout

In Progress: DSA Project close-out and battery storage installation.

Recently Completed: Notice of Completion filed.

Focus: Photovoltaic and Battery Storage interconnect agreement with utility agency allowing both systems to “go live” and permit subsequent DSA closeout.

3. ATEP – UTILITIES AND INFRASTRUCTURE

Project Description: The utilities and infrastructure project supports the ATEP IVC First Building and some future development. Utility and infrastructure construction includes

partial site utility infrastructure, utility laterals and vehicular, bicycle and pedestrian circulation at the northeast and a small central portion of the ATEP campus.

| | | | |
|---------------------------|-----------------|-----------------------------|-------------------|
| Start Preliminary Plans | Oct 2015 | Award Construction Contract | Oct 2016 |
| Start Working Drawings | Nov 2015 | Complete Construction | April 2018 |
| Complete Working Drawings | Mar 2016 | Advertise for FF&E | N/A |
| DSA Final Approval | Jun 2016 | DSA Close Out | <i>June 2018</i> |

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: Project Closeout

In Progress: Project Closeout with DSA.

Recently Completed: *Project Notice of Completion.*

Focus: DSA Closeout.

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, aid with energy savings programs, and recommend various sustainability projects. The project has two phases, the first develops building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Education and Facilities Master Plan process.

| | | | |
|----------------------------|-----------------|------------------------|-----------------|
| Kick Off, Phase I | Jan 2017 | Start Plan Development | Feb 2017 |
| Start Research/Analysis | Jan 2017 | Complete Plan | May 2017 |
| Complete Research/Analysis | Feb 2017 | Final Plan, Phase I | Nov 2017 |

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016 and 6/26/2017. 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. *The Board of Trustees approved*

\$200,000 in additional project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$200,000 | \$240,000 | \$440,000 |
| District Funding Commitment: | \$200,000 | \$240,000 | \$440,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$200,000 | \$240,000 | \$440,000 |

Status: Between Phase I and II efforts.

In Progress: Determining committee facilitator and composition for Phase II.

Recently Completed: Phase I final plan.

Focus: Develop scope of work for Phase II.

2. ADA TRANSITION PLAN AND SELF EVALUATION

Project Description: The ADA Transition 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 Education and Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

| | | | |
|----------------------------|----------|-----------------------------|----------|
| Kick Off – Phase II | May 2018 | Start Report Development | Sep 2018 |
| Start Research/Analysis | May 2018 | Complete Report Development | Nov 2018 |
| Complete Research/Analysis | Aug 2018 | Final Report | Dec 2018 |

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. Additional funding will allow for Phase II efforts. The Basic Aid Allocation Recommendation committee approved \$3,000,000 for FY 2018-2019 projects.

| | 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 | \$3,840,000 | \$4,240,000 |

Status: Phase I work complete. *Meetings with district and college steering committee and work groups to begin in September.*

In Progress: *Consultant review of existing district policies.*

Recently Completed: Award of Phase II, Self-Evaluation agreement.

Focus: Kick off Phase II, Self-Evaluation.

3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

Project Description: This project develops district-wide technology and building access control standards for capital construction projects and provides technology oversight during construction. The standards will inform construction documents establishing design guidelines for telecommunications / network infrastructure and associated equipment.

| | | | |
|----------------------------|------------------|--------------------------|------------------|
| Kick Off | July 2017 | Start Report Development | Oct 2017 |
| Start Research/Analysis | July 2017 | Complete Draft Report | Apr 2018 |
| Complete Research/Analysis | Sept 2017 | Final Report | <i>June 2018</i> |

Budget Narrative: Budget reflects Board action on 8/22/2016 and 6/26/2017. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000. *The Board of Trustees approved \$25,000 in additional project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.*

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$460,000 | \$100,000 | \$560,000 |
| District Funding Commitment: | \$460,000 | \$100,000 | \$560,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$460,000 | \$100,000 | \$560,000 |

Status: Recommendations phase.

In Progress: Complete campus standards and procurement processes for cable infrastructure, audio visual, access control and wireless.

Recently Completed: Committee review of draft electronic security standards.

Focus: *Distribution of final security standards.*

4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing condition. Accurate utility information prevents construction delays, claims, and utilities conflicts.

| | | | |
|----------------------------|-----------|--------------------------|-----------|
| Kick Off | July 2018 | Start Report Development | Dec. 2018 |
| Start Research/Analysis | July 2018 | Final Report | Jan. 2019 |
| Complete Research/Analysis | Nov. 2018 | | |

Budget Narrative: Budget reflects Board action on 8/22/2016 and 6/26/2017. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. *The Board of Trustees approved \$3,000,000 in additional project funding at the May 21, 2018 meeting. Project budgets will be adjusted after the tentative budget approval.*

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| Project Budget: | \$400,000 | \$500,000 | \$900,000 |
| District Funding Commitment: | \$400,000 | \$500,000 | \$900,000 |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$400,000 | \$500,000 | \$900,000 |

Status: Survey and Bid: Project on hold to request implementation funding.

In Progress: Negotiate Agreement.

Recently Completed: Recommended firm agreed to hold proposal offer until funding cycle is complete. Submitted \$3,000,000 CIC recommendation and approved by the Basic Aid Allocation Recommendation Committee to implement project, in FY 2018-2019.

Focus: *Select construction manager, geotechnical engineer and labor compliance professional services. Finalize agreement in preparation of project kick-off July 2018.*

5. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

Project Description: The Saddleback College Science & Mathematics (SM) Building project assesses *structural and* life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts Centers (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

| | | | |
|----------------------------|------------|--------------------------|------------|
| Kick Off | June 2018 | Start Report Development | Sept. 2018 |
| Start Research/Analysis | July 2018 | Draft Report | Oct. 2018 |
| Complete Research/Analysis | Sept. 2018 | Final Report | Jan 2019 |

Budget Narrative: Budget reflects Board action on 6/22/2015. On June 22, 2015, the Board approved \$750,000. *Budget revision reflects Board action taken on 6/23/2015 to fund Project Pre-planning and Investigation dollars. IVC requested application toward their portion of this investigation.*

| | Original | Revision | Total |
|------------------------------|-----------|-----------|-----------|
| 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: Procurement and contract execution phase.

In Progress: Obtain the Board of Trustees' approval for project recommended at this month's Board meeting.

Recently Completed: RFQ & P committee evaluation and selection of the recommended consultant firm and negotiated agreement.

Focus: Project Kick-off meeting and start investigation process at Saddleback College followed by IVC Buildings.

6. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

| | | | |
|----------------------------|-----------|--------------------------|------------|
| Kick Off | June 2018 | Start Report Development | Aug. 2018 |
| Start Research/Analysis | July 2018 | Draft Report | Sept. 2018 |
| Complete Research/Analysis | Aug. 2018 | Final Report | Sept. 2018 |

Budget Narrative: Budget reflects Board action on June 25, 2018.

| | Original | Revision | Total |
|------------------------------|------------|----------|------------|
| Project Budget: | \$175,000 | \$0,00 | \$175,000 |
| District Funding Commitment: | \$175,000* | \$0,00 | \$175,000* |
| Anticipated State Match: | \$N/A | \$N/A | \$N/A |
| Basic Aid Allocation: | \$175,000* | \$0,00 | \$175,000* |

*If approved during this month's tentative budget review and approval agenda item.

Status: Procurement and contract execution phase.

In Progress: Obtain the Board of Trustees' approval for project recommended at this month's Board meeting.

Recently Completed: RFQ & P committee evaluation and selection of the recommended consultant firm and negotiated agreement.

Focus: Project Kick-off meeting and start investigation process.

GENERAL NOTES

Project updates for active projects may be viewed at:

<http://www.socccd.edu/businessservices/ProjectUpdates2014.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 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees
FROM: Ann-Marie Gabel, Interim Chancellor
RE: |SOCCCD: Monthly Financial Status Report |
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through May 31, 2018 (EXHIBIT A). A review of current revenues and expenditures for FY 2017-2018 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of May 31, 2018

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Actual Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|-----------|-----------------------|--------------------|---|------------------------|
| SOURCES OF FUNDS | | | | | |
| BEGINNING FUND BALANCE: | | \$ 65,655,901 | 65,655,901 | 65,655,901 | 100.00% |
| REVENUES: | | | | | |
| Federal Sources | 8100-8199 | \$ 3,321,902 | 3,532,032 | 1,488,342 | 42.14% |
| State Sources | 8600-8699 | 57,606,503 | 63,987,813 | 48,186,395 | 75.31% |
| Local Sources | 8800-8899 | 240,729,776 | 240,797,582 | 245,040,143 | 101.76% |
| Other Financing Sources | 8900-8912 | 0 | 0 | 0 | |
| Total Revenue | | 301,658,181 | 308,317,427 | 294,714,880 | 95.59% |
| FISCAL AGENT PASS THROUGH | 8970-8979 | 4,350,212 | 4,710,212 | 3,625,176 | 76.96% |
| INCOMING TRANSFERS | 8980-8989 | 3,143,842 | 3,143,842 | 3,160,121 | 100.52% |
| TOTAL SOURCES OF FUNDS | | \$ 374,808,136 | 381,827,382 | 367,156,078 | 96.16% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries | 1000-1999 | \$ 90,295,240 | 95,230,507 | 81,329,275 | 85.40% |
| Classified Salaries | 2000-2999 | 57,339,922 | 57,567,824 | 43,778,303 | 76.05% |
| Employee Benefits | 3000-3999 | 57,255,869 | 58,055,965 | 45,523,700 | 78.41% |
| Supplies & Materials | 4000-4999 | 8,101,817 | 8,613,414 | 3,073,764 | 35.69% |
| Services & Other Operating | 5000-5999 | 35,297,872 | 37,383,924 | 18,459,613 | 49.38% |
| Capital Outlay | 6000-6999 | 18,863,380 | 18,988,906 | 5,402,793 | 28.45% |
| Payments to Students | 7500-7699 | 1,347,658 | 2,971,434 | 2,391,677 | 80.49% |
| Total Expenditures | | \$ 268,501,758 | 278,811,974 | 199,959,125 | 71.72% |
| OTHER FINANCING USES: | | | | | |
| Inter Fund Transfers Out | 7300-7399 | \$ 1,225,000 | 1,225,000 | 1,225,000 | 100.00% |
| Basic Aid Transfers Out | 7300-7399 | 67,231,257 | 67,501,257 | 67,501,257 | 100.00% |
| Intra Fund Transfers Out | 7400-7499 | 4,350,212 | 4,710,212 | 1,384,920 | 0.00% |
| Total Other Uses | | 72,806,469 | 73,436,469 | 70,111,177 | 95.47% |
| TOTAL USES OF FUNDS | | 341,308,227 | 352,248,443 | 270,070,302 | 76.67% |
| ENDING FUND BALANCE | | \$ 33,499,909 | 29,578,939 | 97,085,776 | |
| RESERVES | | | | | |
| Reserve for Unrealized Tax Collections (Basic Aid) | | \$ 17,446,051 | 17,446,051 | | |
| Reserve for Economic Uncertainties | | 13,260,177 | 9,580,756 | | |
| College Reserves for Economic Uncertainties | | 2,793,681 | 2,552,132 | | |
| TOTAL RESERVES | | \$ 33,499,909 | 29,578,939 | | |

NOTE: As of May 30, 2017 actual revenues to date were **97.09%** and actual expenditures to date were **79.62%** of the revised budget to date.

\$3.7M decrease in the Reserve for Economic Uncertainties is due to the transfer to fund faculty Canvas stipends approved by the Board on December 11, 2017.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of May 31, 2018

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|-----------|-----------------------|--------------------|--|------------------------|
| SOURCES OF FUNDS | | | | | |
| LOCATION BEGINNING BALANCE | | \$ 19,766,282 | 19,766,282 | 19,766,282 | 100.00% |
| REVENUES: | | | | | |
| Unrestricted Budget Allocation | | \$ 99,419,252 | 99,419,252 | 97,165,232 | 97.73% |
| Restricted Budget Allocation | | 39,218,878 | 43,206,631 | 31,685,833 | 73.34% |
| Total Revenue | | 138,638,130 | 142,625,883 | 128,851,065 | 90.34% |
| INCOMING TRANSFERS | 8980-8989 | 1,333,842 | 1,333,842 | 1,901,341 | 142.55% |
| TOTAL SOURCES OF FUNDS | | <u>\$ 159,738,254</u> | <u>163,726,007</u> | <u>150,518,688</u> | 91.93% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries | 1000-1999 | \$ 56,488,724 | 57,729,042 | 49,538,038 | 85.81% |
| Classified Salaries | 2000-2999 | 29,015,126 | 29,366,656 | 21,687,879 | 73.85% |
| Employee Benefits | 3000-3999 | 32,308,544 | 32,319,282 | 26,046,300 | 80.59% |
| Supplies & Materials | 4000-4999 | 6,042,772 | 6,451,191 | 1,930,269 | 29.92% |
| Services & Other Operating | 5000-5999 | 18,661,369 | 19,801,397 | 8,714,903 | 44.01% |
| Capital Outlay | 6000-6999 | 13,150,367 | 12,965,322 | 3,200,095 | 24.68% |
| Payments to Students | 7500-7699 | 946,352 | 1,698,117 | 1,173,175 | 69.09% |
| Total Expenditures | | \$ 156,613,254 | 160,331,007 | 112,290,659 | 70.04% |
| OTHER FINANCING SOURCES/(USES): | | | | | |
| Transfers Out | 7300-7399 | \$ 625,000 | 895,000 | 895,000 | 100.00% |
| Other Transfers | 7400-7499 | 0 | 0 | 0 | |
| Total Other Uses | | 625,000 | 895,000 | 895,000 | 100.00% |
| TOTAL USES OF FUNDS | | <u>157,238,254</u> | <u>161,226,007</u> | <u>113,185,659</u> | 70.20% |
| LOCATION OPERATING BALANCE | | <u>\$ 2,500,000</u> | <u>2,500,000</u> | <u>37,333,029</u> | |
| RESERVES | | | | | |
| Reserve for Economic Uncertainties | | <u>\$ 2,500,000</u> | <u>2,500,000</u> | | |

NOTE: As of May 30, 2017 actual revenues to date were **94.12%** and actual expenditures to date were **72.40%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of May 31, 2018

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|-----------|----------------------|-------------------|--|------------------------|
| SOURCES OF FUNDS | | | | | |
| LOCATION BEGINNING BALANCE | | \$ 4,337,276 | 4,337,276 | 4,337,276 | 100.00% |
| REVENUES: | | | | | |
| Unrestricted Budget Allocation | | \$ 62,394,259 | 62,394,259 | 60,444,284 | 96.87% |
| Restricted Budget Allocation | | 18,301,263 | 20,972,756 | 16,492,009 | 78.64% |
| Total Revenue | | 80,695,522 | 83,367,015 | 76,936,293 | 92.29% |
| INCOMING TRANSFERS | 8980-8989 | 1,400,000 | 1,400,000 | 1,034,092 | 73.86% |
| TOTAL SOURCES OF FUNDS | | \$ 86,432,798 | 89,104,291 | 82,307,661 | 92.37% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries | 1000-1999 | \$ 32,169,473 | 32,862,888 | 30,612,441 | 93.15% |
| Classified Salaries | 2000-2999 | 18,233,934 | 18,064,311 | 14,409,933 | 79.77% |
| Employee Benefits | 3000-3999 | 19,195,669 | 19,278,870 | 16,508,532 | 85.63% |
| Supplies & Materials | 4000-4999 | 1,933,800 | 2,028,678 | 1,065,932 | 52.54% |
| Services & Other Operating | 5000-5999 | 8,397,432 | 9,466,571 | 4,791,023 | 50.61% |
| Capital Outlay | 6000-6999 | 5,557,503 | 5,827,524 | 2,083,637 | 35.76% |
| Payments to Students | 7500-7699 | 401,306 | 1,273,317 | 1,218,502 | 95.70% |
| Total Expenditures | | \$ 85,889,117 | 88,802,159 | 70,690,000 | 79.60% |
| OTHER FINANCING SOURCES/(USES): | | | | | |
| Transfers Out | 7300-7399 | \$ 250,000 | 250,000 | 250,000 | 100.00% |
| Other Transfers | 7400-7499 | 0 | 0 | 0 | |
| Total Other Uses | | 250,000 | 250,000 | 250,000 | 100.00% |
| TOTAL USES OF FUNDS | | 86,139,117 | 89,052,159 | 70,940,000 | 79.66% |
| LOCATION OPERATING BALANCE | | \$ 293,681 | 52,132 | 11,367,661 | |
| RESERVES | | | | | |
| Reserve for Economic Uncertainties | | \$ 293,681 | 52,132 | | |

NOTE: As of May 30, 2017 actual revenues to date were **95.36%** and actual expenditures to date were **82.71%** of the revised budget to date.

TO: Board of Trustees
FROM: Ann-Marie Gabel, Interim Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending April 30, 2018 (EXHIBIT A).

For April, the portfolio was composed of 50.4% Fixed Funds (Bonds) and 49.6% Common Stocks (Domestic and International). The portfolio's performance increased 0.17%, ending with a fair market value of \$115,818,885 and an annualized return of 5.78%.

May 11, 2018

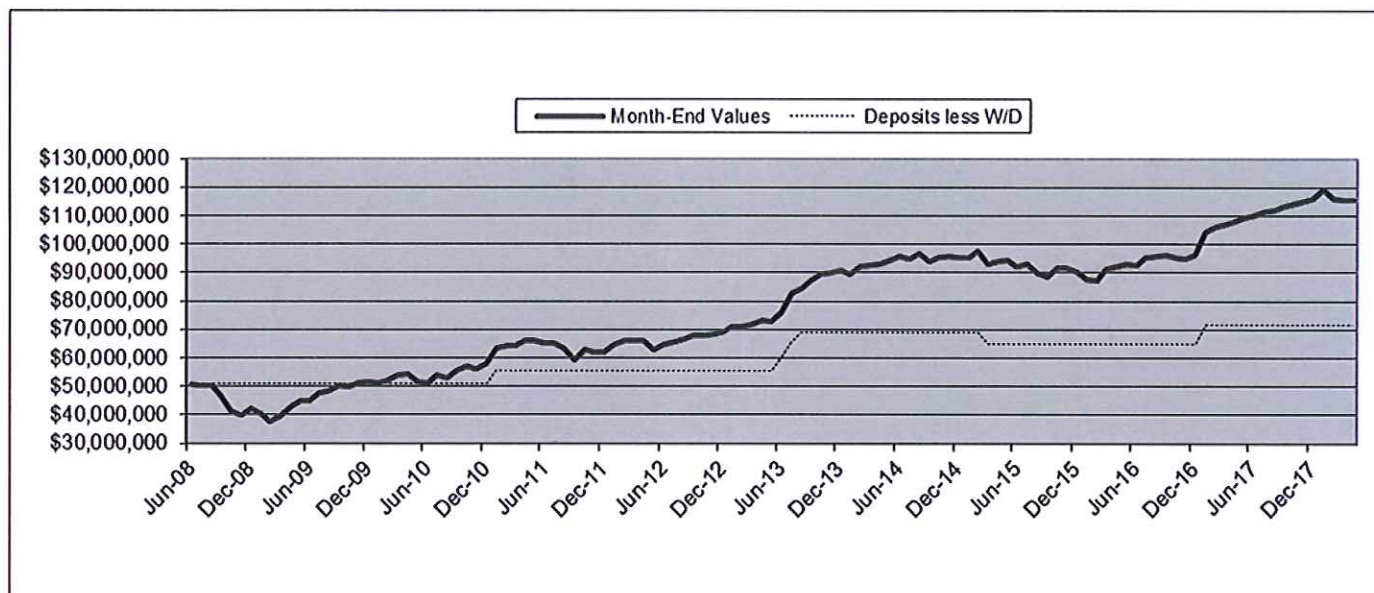
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

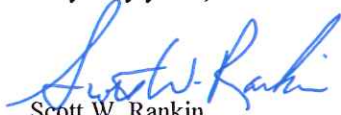
With a fair market value on April 30th of \$115,818,885.47 your portfolio's performance was up 0.17% for the month and up 5.78% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.6%) and fixed income funds (50.4%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

| <u>Performance</u> | <u>April 2018</u> | <u>Year-To-Date</u> | <u>Annualized Since Inception</u> |
|--------------------|-------------------|---------------------|-----------------------------------|
| South Orange CCCD | 0.17% | -0.35% | 5.78% annualized return |
| S&P 500 | 0.38% | -0.38% | 10.02% (Domestic Stocks) |
| MSCI EAFE | 2.46% | 0.72% | 3.26% (International stocks) |
| Barclays Aggregate | -0.74% | -2.19% | 3.73% (Domestic Bonds) |
| Barclays Global | -1.60% | -0.27% | 2.74% (Global Bonds) |



Very truly yours,



Scott W. Rankin
Senior Vice President

| 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 |
| July-16 | \$ - | \$ 64,799,724 | \$ 95,377,249 |
| August-16 | \$ - | \$ 64,799,724 | \$ 95,929,958 |
| September-16 | \$ - | \$ 64,799,724 | \$ 96,320,870 |
| October-16 | \$ - | \$ 64,799,724 | \$ 95,230,338 |
| November-16 | \$ - | \$ 64,799,724 | \$ 94,958,568 |
| December-16 | \$ - | \$ 64,799,724 | \$ 96,106,489 |
| January-17 | \$ 6,876,878 | \$ 71,676,602 | \$ 104,516,816 |
| February-17 | \$ - | \$ 71,676,602 | \$ 106,178,127 |
| March-17 | \$ - | \$ 71,676,602 | \$ 106,889,989 |
| April-17 | \$ - | \$ 71,676,602 | \$ 107,981,028 |
| May-17 | \$ - | \$ 71,676,602 | \$ 109,311,569 |
| June-17 | \$ - | \$ 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 |
| | \$ 71,676,602 | | |

TO: Board of Trustees

FROM: Ann-Marie Gabel, Interim Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None


Reports by the following individuals and groups may be written and submitted through the docket process prior to distribution of the Board agenda packet.

Chancellor and College Presidents written reports are included with this item for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association



TO: Members of the Board of Trustees
FROM: Ann-Marie Gabel, Interim Chancellor 
SUBJECT: District Services Report for June 25, 2018 Board of Trustees Meeting

Trustee Milchiker Completes CCLC Excellence in Trusteeship Program

Congratulations to Trustee Marcia Milchiker for earning a certificate of completion for the Community College League of California's Excellence in Trusteeship program, which is designed to facilitate the ongoing education of trustees for effective board governance.

The Excellence in Trusteeship program covers eight areas of competencies with subtopics to complete the knowledge and skills learning to support strong leadership. Participants attend sessions in each of the eight competencies which define the roles and responsibilities of governance boards and provide tools that keep efforts focused on student learning. The competency areas include accreditation, board/CEO relationship, board evaluation, Brown Act training, ethics training, fiscal responsibilities, governance, and student success and equity.

Regroup – Emergency Notification System

On Friday, June 1, 2018, the South Orange County Community College District replaced the Blackboard Connect emergency notification system with Regroup, a new cloud-based mass notification system that is used to alert students and employees in the event of an emergency.

Notifications will be distributed simultaneously through a variety of communication formats including text message, email, voice broadcast, the website, and social media sites. These notifications will advise the recipients of an emergency and the appropriate actions to take, and will provide ongoing updates as the situation progresses or is resolved.

All employees were sent an email recommending that they make certain that their cell phone is listed in Workday. Each evening, Workday will update the data in Regroup, ensuring the system has the most updated emergency notification information.

At the colleges, students will be automatically enrolled in the system as long as they are currently registered as a student, have provided their cell phone number, and have not opted out during the registration process.

National Science Foundation (NSF) S-STEM Award

Irvine Valley College (IVC), in collaboration with University of California, Irvine (UCI) has been awarded a \$5 million NSF S-STEM Award for "Pathways to Engineering Collaborative". IVC will receive \$1.4 million to help support the IVC/UCI Engineering Academy. Here is an excerpt from the grant abstract:

Recognizing the crucial need for partnerships between two-year institutions and universities in the advancement of students who pursue baccalaureate degrees in engineering, the "UC Irvine Pathways to Engineering Collaborative" project establishes an academic and counseling collaboration that includes co-advising, mentoring, and tutoring and establishes pathways to baccalaureate degrees in engineering. The project will support a total of 360 scholarships/190 community colleges student

scholars who are preparing to transfer from Irvine Valley College (IVC) to the University of California, Irvine (UCI) or who have transferred from community colleges (e.g., such as IVC) to pursue engineering degrees with a specialization in advanced manufacturing.

Congratulations to IVC for their achievement in this collaboration effort.

State Joint Conference Committee Budget Agreement

On Friday, June 8, 2018, the State Joint Conference Committee reached agreement on the State Budget for the 2018-2019 fiscal year. The two most significant items are related to the creation of the new Online Community College (the 115th college) and the new funding formula for community colleges. Details of these proposals and others of interest are listed below.

- **Online Community College** – provides \$100 million in one-time funding and \$20 million in ongoing funding for the creation of a new online community college, administered by the California Community Colleges Board of Governors. The new online college is tasked with developing courses and programs leading to short-term credentials and certifications with labor market value which are not duplicative of programs offered at existing colleges and lead into pathways offered at existing colleges. In addition, they have provided \$35 million in one-time funds for competitive grants to existing community college districts to develop the online programs, courses and content.
- **New Funding Formula** – creates a new funding formula that will be phased in over three years. The formula contains three components as follows:
 1. **Base Allocation** – Represents 70% of the formula and is calculated on credit FTES at \$3,826 for South Orange County CCD using a three-year rolling average of FTES plus the allocation for the number of colleges and centers operated by the district.
 2. **Supplemental Allocation** – Represents 20% of the formula and is calculated on the number of students who receive Pell grants, the number of students who receive a California Promise Grant (fee waiver), and those that are exempted from non-resident tuition (AB 540 students). Paid at \$919 per point for each of the three metrics.
 3. **Student Success Incentive Allocation** – Represents 10% of the formula and is paid at \$440 per total points computed using the following metrics:
 - a. **AA/AS or BA/BS degree** – Three points
 - b. **ADT degree** – Four points
 - c. **Credit Certificates (18 or more units)** – Two points
 - d. **Completion of transfer level math and English in 1st year** – Two points
 - e. **Transfer to a four-year university** – One and one-half points
 - f. **Completion of 9 or more CTE units** – One point
 - g. **Regional Living Wage within 1 year** – One point
 - h. **Equity Component** – An additional \$111 per total points computed in the above metrics for students who receive California Promise Grants (fee waiver) plus \$111 per total points computed in the above metrics at one and one-half times the point value above for students who receive a Pell grant.
- **Hold Harmless** – Provides districts with guaranteed cost-of-living increases in each of the next three years ensuring that districts receive the higher of the amount received in 2017-18 plus COLA or the amount calculated under the new formula and restoration of FTES declines over a three-year period.
- **Noncredit FTES** – Both noncredit and career development college preparation (CDCP) FTES continue funding at existing levels and fall outside of the formula.
- **Alignment with System Goals** – Requires districts to develop goals in alignment with the State system goals appearing in the Strategic Vision Plan developed by the Chancellor's Office. The goals must be approved by each local Board no later than January 1, 2019.

- **Annual External Audit** – Requires an additional audit step related to implementation of funding.
- **Oversight Entity** – Creates a Community College Student Success Funding Formula Oversight Committee consisting of 15-members to monitor implementation and make recommendations for improvement to the Legislature, Governor, and State Chancellor. Representatives will be chosen by the Governor, Senate Rules Committee and the Speaker. One intention is review the number of first-generation students and encompass this metric into the formula by 2022-23.

- **Phase-In** – The funding formula will be phased in over three years as follows:

- a. **2018-2019:** Base = 70%, Supplemental = 20% and Student Success = 10%.

Rates: Base = \$3,826/FTES, Supplemental = \$919/point, Success = \$440/point plus \$111/point for Equity.

- b. **2019-2020:** Base = 65%, Supplemental = 20%, and Student Success = 15%

Rates: Base = \$3,476/FTES, Supplemental = \$919/point, Success = \$660/point plus \$167/point for Equity. These rates will be adjusted by COLA.

- c. **2020-2021:** Base = 60%, Supplemental = 20% and Student Success = 20%

Rates: Base = \$3,126/FTES, Supplemental = \$919/point, Success = \$880/point plus \$222/point for Equity. These rates will be adjusted by COLA.

- **Full-Time Faculty** – Provides \$50 million ongoing funds to hire more full-time faculty. At this point, we do not know how the Chancellor's Office will distribute these funds.
- **One-time Grant/Special Project Programs** – Provides the following one-time allocations for special projects and/or grant opportunities that may impact us:
 - a. **\$50 million** for part-time faculty office hours.
 - b. **\$10 million** towards a "hunger free campus" grant. If we participate, we must have a designated employee for the program and either have an on-campus food pantry or participate in regular food distributions.
 - c. **\$8.49 million** for a Veterans Resource Center grant to establish or enhance on-campus centers that provide support services to veteran students.
 - d. **\$10 million** for a Pathways in STEM fields grant that supports public-private partnerships and creates cost-free education for students in grades 9-14.
 - e. **\$5 million** for a Re-entry programs grant for currently or formerly incarcerated students with a focus on their reentry into their communities.
 - f. **\$10 million** for a mental health services grant to expand mental health services provided on-campus, provide training, and develop stronger relationships with the county behavioral health department and community-based mental health services.
 - g. **\$2 million** for a certified nurse assistant training program grant.

At this point, we do not know how the Chancellor's Office will distribute these funds.

- **Deferred Maintenance and Instructional Equipment** – Provides \$28.465 million in one-time funds for deferred maintenance, instructional equipment, and water conservation projects. These funds are distributed based upon the FTES generated and are provided directly to the colleges. This is a significant decrease from the \$143.5 million proposed in the May Revise.

- **Financial Aid Technology Improvements** – Provides \$13.5 million in one-time funds and \$5 million in ongoing funds to upgrade colleges' financial aid management systems. At this point, we do not know how the Chancellor's Office will distribute these funds.
- **California College Promise Program** – Provides \$46 million in ongoing funds for implementation of the California College Promise Program. At this point, we do not know how the Chancellor's Office will distribute these funds.

The main budget bills were passed by both the Senate and Assembly on June 14. The Governor has until June 30 to sign the budget bills. However, the Higher Education Trailer Bills (AB 1809 and SB 843) where most of the details related to the new funding formula will likely not be voted upon for a couple of weeks.

The Tentative Budget presented tonight does not contain any of the provisions listed above. Once approved by the Legislature and Governor, we will incorporate them into our Adopted Budget which will come to the Board in August for review and approval.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Interim Chancellor Ann-Marie Gabel

FROM: Jim Buysse, Interim President, Saddleback College

SUBJECT: June 25, 2018 Board of Trustees Meeting

Commencement 2018

Despite the inclement weather in the morning, we have received very positive reviews of the commencement ceremony on May 24, 2018. In total we had over 2,000 people on the quad, including the 362 students who crossed the stage, which represents an 8% increase over last year. We are very proud of and grateful to the nearly 60 staff and faculty who helped prepare the venue, managed the day of activities and take down of the set.

New Monument Marquees

The much awaited new marquees at the entrances to campus went live on June 15, 2018. The new signage features improved software and hardware as well as new creative capabilities that will allow for more engaging posts.

Foundation Update

During the 2017-18 fiscal year, the Saddleback College Foundation was able to award 761 scholarships, totaling \$489,649.34 from contributions made by 199 donors. The recipients were chosen for their academic achievements, leadership, and service to our campus and community and/or their financial need.

Accolades

Recognition for Professor Ken Lee, the Saddleback College 2018 Professor of the Year, has continued past commencement. Professor Lee received notification that he will be honored in October 2018 with an *Above and Beyond Award*. This award, presented by Angel Light Academy, acknowledges the exceptional and consistent contributions of local community leaders in service and leadership.

Zero Textbook Cost (ZTC) Program Update

Saddleback College is a part of the Zero Textbook Cost (ZTC) program, a nationwide movement aimed at the elimination of a non-academic barrier by reducing and eliminating the cost of textbooks for students. As a result, Saddleback College will have 113 courses offered in the fall with zero-cost textbooks. Students will have access to course materials through high-quality digital sources, on the first day of classes. Students are able to search for "Zero Cost Textbooks" directly in the class schedule, or sort through options based on an icon that appears by each class. The estimated student savings for

these zero-cost courses will be more than \$1 million annually!

FALL 2018

BIO 4A - PRINCIPLES OF CELLULAR BIOLOGY

UNITS: 4 PREREQUISITE: CHEM 1A OR CHEM 2

Principles and applications of prokaryotic and eukaryotic cell structure and function, biological molecules, homeostasis, cell reproduction, genetics, cell metabolism including photosynthesis and respiration, and cellular communication. Intended for biology majors completing the Biology AS-T degree; may also be taken by Biology A.S. majors.

Full term: 8/20/2018 to 12/19/2018

| TICKET | SEAT COUNT | DAY | TIME | LOCATION | INSTRUCTOR | INFO |
|-------------|---------------|------------------------|--------------------------------|----------|------------|----------------|
| 13235 OPEN | Open Seats: 5 | M W (Lec) M W (Lab) | 1:30PM - 2:50 3:00PM - 4:20 | SCI 226 | S. Teh | Details Books |

NO COST There is no cost for textbooks or materials for this class.

Students do not need to buy textbooks for this course. This is a Zero Textbook Cost (ZTC) course

A Baseball Season to Remember

Current Saddleback College baseball players Tanner Brubaker and Brett Auerbach were both selected during the recent Major League Baseball draft, while former players Ryan Fitzpatrick and Luke Jarvis also heard their names called. Brubaker was drafted by the Tampa Bay Rays with the 840th overall pick in the 28th round. Auerbach was drafted by the Colorado Rockies with the 1,206th overall pick in the 40th round. Fitzpatrick was drafted by the Chicago White Sox with the 648th overall selection in the 22nd round. Jarvis was drafted by the Miami Marlins with the 747th overall selection in the 25th round.



Upcoming Events

Starting Thursday, June 28th, the Saddleback College Jazz Studies department will perform every Thursday through August 30th from 5:30-8:30pm at Bistango Restaurant in Irvine.

Friday, July 13th from 4-6 pm, free Summer Jazz Camp concert in McKinney Theatre.

Friday, July 13th at 6:30 pm, free Saddleback Big Band performance featuring Shep Shepherd in McKinney Theater.

Monday, July 23rd and Wednesday, July 25th at noon, free Jazz summer combos lead by Tern Rê and Joey Sellers in the fine arts courtyard.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'James Buysse', with a stylized, flowing script.


James Buysse
Interim President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Ann-Marie Gabel, Interim Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: June 14, 2018

SUBJECT: President's Report for the June 25, 2018 Board of Trustees Meeting

IVC Faculty Honored at UCI Educator Recognition Event

On May 22, ten Irvine Valley College (IVC) faculty members were honored at the University of California, Irvine (UCI) Educator Recognition dinner and awards ceremony. This year's honorees included: Biology Instructor Meredith Dorner, Anthropology Instructor Wendy Gabriella, Mathematics Instructor Sanjai Gupta, Political Science Instructor Joon Kil, Anthropology Instructor Chris Loeffler, Computer Science Instructor Chan Loke, Business Law and Paralegal Program Instructor June McLaughlin, Psychology Instructor Benjamin Mis, Accounting Instructor Bennet Tchaikovsky, and History Instructor Toshio Whelchel. Each year, UCI asks their most academically successful students to name the instructor or counselor at their community college who had the most significant impact on their academic performance and successful transfer to UCI. Each instructor was identified by IVC transfer students who now attend UCI for helping them succeed.

IVC Celebrates Graduates at 33rd Commencement Ceremony

On May 24, IVC held its 33rd commencement ceremony at the Live Oak Terraces. Tyrone Howard, professor and associate dean of equity and diversity at the University of California, Los Angeles (UCLA), delivered the commencement address to students. Student Glayol Kashani was the student commencement speaker who shared an empowering message with her fellow graduating peers. IVC awarded 3,778 degrees and certificates. This year, IVC conferred 1,307 Associate in Arts degrees; 295 Associate in Arts for Transfer degrees; 161 Associate in Science degrees; 365 Associate in Science for Transfer degrees; and 1,650 Certificates of Achievement. Among the graduates, 130 students participated in the Honors Program. In addition, 201 students graduated cum laude with a grade point average (GPA) of 3.5-3.74; 177 students graduated magna cum laude with a GPA of 3.74-3.99; and 31 students graduated summa cum laude with a GPA of 4.0.

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
Ann-Marie Gabel, Interim Chancellor • Glenn R. Roquemore, PhD, President, Irvine Valley College

An Equal Opportunity Institution

Early College Class of 2018

On May 24, IVC celebrated the students graduating from the Early College program. A total of 40 students graduated as part of the Early College Class of 2018. Twenty-two students were from Beckman High School and 18 were from El Toro High School. Early College graduates have been accepted to prestigious institutions including Cal State schools, University of California campuses, and out-of-state schools such as University of Washington, Arizona State University, and Notre Dame University.

Honors Program Recognition Ceremony

On May 18, the Honors Program hosted a recognition ceremony to celebrate the students' accomplishments within the program. Approximately 130 Honors Program students will be graduating and/or completing the Honors Program this semester.

IVC Hosts UCI-IVC Engineering Academy Informational Open House

On May 17, IVC hosted the UCI-IVC Engineering Academy Informational Open House at the Integrated Design, Engineering and Automation building at the Advanced Technology and Education Park (ATEP). About 50 high school seniors and their parents from around Orange County attended to learn more about the partnership between IVC and UCI. Students learned that by enrolling in the program, they can take their core education requirements at IVC and receive guaranteed admission into an engineering major program. Since the information session, 35 students have been accepted into the Engineering Academy.

CCLC CEO Leadership Academy

On June 10, President Roquemore attended the Community College League of California (CCLC) CEO Leadership Academy in Squaw Valley, California. President Roquemore participated on a panel and discussed the California Guided Pathways.

Maxwell Guardian Scholars Endowed Scholarship

IVC benefactors Helen and Peter Maxwell made a \$50,000 donation to create the Maxwell Guardian Scholars Endowed Scholarship. The Maxwell's have been supporters of the Veterans Services Center. They recently shared to fellow Irvine Rotary member, IVC Vice President for Student Services Linda Fontanilla, about their interest in supporting the Guardian Angels Program at California State University, Fullerton. Dr. Fontanilla invited the Maxwell's to learn more about the Guardian Scholars Program at IVC. The Maxwell's were impressed by the IVC Guardian Scholars Program and sought to get involved to help the program grow and flourish. The Maxwell's donation, self-described as a "good jump start," will help support very needy students and continues to demonstrate their on-going support of the college.

EOPS End-of-Year Celebration

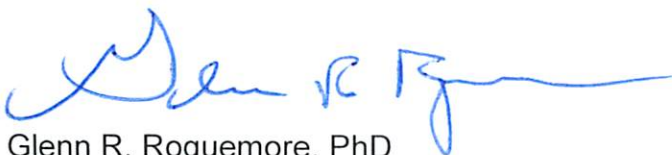
On May 11, IVC's Extended Opportunity Programs and Services (EOPS), Cooperative Agencies, Resources for Education (CARE), and California Work Opportunity and Responsibility to Kids (CalWORKs) programs hosted their annual recognition celebration. One hundred fifty honorees and their guests attended the celebration that included a breakfast sponsored by the Associated Student Government (ASG) of IVC. This year's theme was "Be your own hero," and speakers addressed the topic of finding a hero within themselves. Two student speakers, Harris Wahab and Dawn Murphy, shared their journeys of success in EOPS/CARE/CalWORKS. A total of 437 students were qualified to attend the event by earning a cumulative grade point average (GPA) of 3.0 or higher. Of these, 62 students earned a GPA of 4.0, 150 students will transfer to a four-year university, and 145 students earned a degree or certificate.

IVC Joins American Association of University Women

IVC is proud to announce its new partnership with the American Association of University Women (AAUW). In November 2017, President Roquemore met with AAUW San Clemente-Capistrano Bay Chapter Co-President Dr. Lee Winocur-Field and Trustee Marcia Milchiker to discuss the benefits available to IVC's students. After learning about the workshops, grants, free membership and other valuable services, President Roquemore was motivated for IVC to partner with the non-profit, grass-roots organization that advances equity for women and girls through advocacy, education, and research. All IVC student services-area deans and directors look forward to the opportunity to get their students engaged in AAUW activities.

Classified Senate Professional Development Equity Summit

On June 6, the IVC Classified Senate held their third annual Professional Development Summit at the Duck Club in Irvine. The purpose of the summit was to increase participants' knowledge about specific topics so that they can be more efficient in their work responsibilities. This year's summit, coordinated by the senate's professional development committee, focused on diversity and equity as requested by classified staff members. Director of Student Life and Equity Cessa Heard-Johnson helped to facilitate the summit activities. Vice President for Student Services Linda Fontanilla delivered the keynote address. The agenda also included an opportunity for the classified professionals to work with members of the IVC leadership team including President Roquemore, Vice President for Instruction Chris McDonald, Vice President for Student Services Linda Fontanilla, and Academic Senate President June McLaughlin to put what they learned into action as they discussed a real-life equity situation at IVC.



Glenn R. Roquemore, PhD
President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Ann-Marie Gabel, Interim Chancellor and Members of the Board of Trustees

FROM: Matthew Rosborough, President
Associated Student Government (ASG) of Irvine Valley College (IVC)

DATE: June 14, 2018

SUBJECT: **ASG of IVC Report for June 25, 2018 Board of Trustees Meeting**

Welcome from the New President

My name is Matthew Rosborough, the new ASG of IVC President for the 2018-2019 academic year. I'm excited to meet the responsibilities ahead with as much tenacity and dedication as I am capable of. I am about to enter into my second year as an IVC student and a returning member of the ASG. This past year, I served as Chief Justice over the Judicial Branch working alongside student trustee Evelyn Hoang and other associate justices to update existing bylaws within the ASG Constitution as well as implementing new ones for unprecedented activities. I'm very proud that during my tenure, my committee had 100% retention from fall to spring semester and that each of my committee members are also returning to ASG for another year, each with increased responsibilities. Our committee developed guidelines for Homecoming and ASG of IVC elections, retreat attendance, weekly office-hours, and scholarship criteria as well as a reworking of seven ASG committee related by-laws. Working with my committee and the ASG of IVC executive cabinet has exposed me to the necessities of cooperation and challenging one another in order to create initiatives that most effectively meet student's needs.

Move to C100

The Offices of ASG of IVC, Student Life and Equity Programs are beginning the process of moving to the former CDC building this summer. Several members of last year's ASG are working to assist with the move for six weeks this summer. We are extremely grateful to members of the IVC administration for granting us this additional space. We will be able to have more office spaces for our growing student government, study spaces for our ASIVC students, outdoor seating and a reflection room.

Upcoming Year

Coming into this term, I intend to promote close interpersonal relations within all branches of the ASG of IVC and Inter-Club & Co-Curricular Council and between staff, faculty and administrators. I encourage the advent of new student-led campus events, and advocate on behalf of undocumented students. By developing a more intimate bond between student leaders, I believe it can generate a more streamlined connectivity and enables

more ideas to be heard and elaborated upon. Events such as Homecoming, Fear Fest, and numerous cultural celebrations truly helped garner student pride and promote cultural competency; I intend to work closely with the Student Activities committee to bring more into fruition. I also hope to increase communication between Saddleback and Irvine Valley College, collaborating on pressing issues and implementing standards and activities enjoyed by both campuses. Moreover, I aim to help in the mascot re-identification process as well as working on more budget initiatives such as Opt-Out. The coming year contains within it innumerable possibilities for meaningful reform and promising change, my primary intent going forward is to execute the responsibilities of president in a manner that best brings those into reality.



Matthew Rosborough
ASG of IVC, President