



Meeting of the Board of Trustees

July 30, 2018

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 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).) (4 matters)

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

A. Unrepresented Employees

Agency Designated Negotiator: Dr. Kathleen F. Burke, Chancellor
(3 matters)

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 Real Property Negotiators (GC Section 54956.8)

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

(Seller); and Gregory Gotthardt, FTI Consulting, Inc. (District Real Estate Advisor)

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

Negotiating Parties: Bel Canto Real Estate Partners VIII, LLC (Assignee / Purchaser), and FPA4 Promenade, LLC, (Current Lessee)

Under Negotiation: Status update of price and terms of payment for the ground lease of the identified Property.

- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9) (1 potential case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee David Lang

2.3 Pledge of Allegiance

Led by Trustee Marcia Milchiker

2.4 Public Comments

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

3.0 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 **Saddleback College and Irvine Valley College: AB 705**
Representatives from Saddleback College and Irvine Valley College will share an overview of their board report on AB 705 compliance.
- 4.2 **Irvine Valley College: Early College, Dual Enrollment and State Initiatives**
Representatives from Irvine Valley College will share an overview of their board report on Early College and Dual Enrollment.

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 Special Meeting (Exhibit A) and Regular Meeting (Exhibit B) held on June 25, 2018.
- 5.2 **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.
- 5.3 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.4 **SOCCCD: Irvine Valley College Horizontal Drilling for A-400 Building Recycled Water Project, Notice of Completion, Amtek Construction.**
Authorize filing the Notice of Completion for the Irvine Valley College Horizontal Drilling, for A-400 Building Recycled Water project, to Amtek Construction for a final contract amount of \$85,333.
- 5.5 **SOCCCD: Irvine Valley College Professional Services Agreement for Interpreting Services, Amendment No. 3, Goodwill of Orange County.**
Approve Amendment No. 3 with Goodwill Industries of Orange County for providing interpreting services for hearing impaired students of IVC for \$115,000 effective August 1, 2017 to June 30, 2018.
- 5.6 **SOCCCD: Student Out of State Travel**
Approve the colleges' student out of state travel for the participants, dates, locations, courses and costs as listed.
- 5.7 **SOCCCD: Authorization to Voluntarily Dissolve the Facilities Corporation 2011.**
Authorize the Chancellor to proceed with the actions necessary to dissolve the nonprofit corporation known as the Facilities Corporation 2011 of the

South Orange County Community College District.

5.8 SOCCCD: Trustees' Requests for Attending Conferences

Approve trustees' requests for attending conference(s).

5.9 SOCCCD: Building Envelope Consultant Services Pool.

Approve the six firms listed for a pool from which to draw Building Envelope Consultant services, for no greater than a five year period, from July 30, 2018 to July 29, 2023.

5.10 SOCCCD: Auction No. 61 - Surplus Property.

Approve the sale of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and to dispose of items not sold at the auction.

5.11 SOCCCD: Adopt Resolution No. 18-18: Appropriations Limit for FY 2018-2019 (Gann Limit).

Adopt Resolution No. 18-18 establishing the required State constitutional appropriations limit for FY 2018-2019 for the South Orange County Community College District.

5.12 SOCCCD: Gifts to the District.

Accept the donation to the District as listed.

5.13 SOCCCD: June 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: June – 2018 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Amendment to Annual Approval for Student Trustee to Receive Compensation, to Make/Second Motions for Board Meetings, and term commencement

Amend previously approved compensation for Student Trustee in the amount of \$375.00 per month to \$393.75 per month for the term commencing May 15, 2018 through April 30, 2019.

6.2 SOCCCD: Board Member Compensation

Amend previously approved adjustment of monthly compensation pursuant to board policy and education code beginning August 2018.

6.3 SOCCCD: Grant Acceptance - Saddleback College Innovation and Effectiveness Grant Agreement.

Approve the Innovation and Effectiveness Grant Agreement and accept this award for one-time funds in the amount of \$200,000 from the Santa Clarita Community College District, for a term of twelve months.

6.4 SOCCCD: Regional Strong Workforce Participation Agreements between Rancho Santiago Community College District and SOCCCD - Round 1, Year 1 Funds for Irvine Valley College

Approve the Regional Strong Workforce Participation Agreement with the Rancho Santiago Community College District awarding Irvine Valley College \$581,595 for the period of July 1, 2016 to December 31, 2018.

6.5 SOCCCD: Regional Strong Workforce Participation Revised Agreement between Rancho Santiago Community College District and SOCCCD – Round 1, Year 1 Fund for Saddleback College.

Approve the revised Regional Strong Workforce Participation Agreement with the Rancho Santiago Community College District awarding Saddleback College \$1,924,089 for the period from July 1, 2016 to December 31, 2018.

6.6 SOCCCD: Regional Strong Workforce Participation Agreements between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Funds for Irvine Valley College.

Approve the Regional Strong Workforce Participation Agreement with the Rancho Santiago Community College District awarding Irvine Valley College \$156,968 and \$142,296 for the funding years July 1, 2017 to December 31, 2019 and July 1, 2018 to December 31, 2020, respectively.

6.7 SOCCCD: Regional Strong Workforce Participation Agreements between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Funds for Saddleback College, Early College Credit Regional Scale up

Approve the Regional Strong Workforce Participation Agreement with the Rancho Santiago Community College District awarding Saddleback College \$150,000 for the period of July 1, 2017 to December 31, 2019 and \$150,000 for the period of July 1, 2018 to December 31, 2020, respectively.

6.8 SOCCCD: Regional Strong Workforce Participation Agreement between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Fund for Saddleback College, CTE Projects

Approve the Regional Strong Workforce Participation Agreement with the Rancho Santiago Community College District awarding Saddleback College \$1,699,968 for the funding years July 1, 2017 to December 31, 2019 and \$1,702,496 for the funding years July 1, 2018 to December 31, 2020, respectively.

6.9 SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.

Accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley

College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

6.10 SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Irvine Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.

Accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Irvine Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

6.11 SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Tustin Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.

Accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Tustin Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

6.12 SOCCCD: City of Irvine Education Partnership Fund Grant Agreement with Irvine Valley College Foundation.

Approve the Education Partnership Fund Grant Agreement between the City of Irvine, the Irvine Valley College Foundation and the District for \$100,000 for the grant term of July 1, 2018 through June 30, 2020.

6.13 SOCCCD: Agreement for Legislative Advocacy Services, Strategic Education Services.

Approve the professional services agreement for legislative advocacy services, with Strategic Education Services, in the amount of \$34,800 per year from August 1, 2018 to July 31, 2020 with the option to renew up to three (3) one-year terms.

6.14 SOCCCD: District-wide Mapping Project, Underground Utility Mapping & Condition Assessment Services, McCarthy Building Companies, Inc.

Approve the Underground Utility Mapping & Condition Assessment Services agreement with McCarthy Building Companies, Inc. in the amount of \$2,702,500.

6.15 SOCCCD: District-wide Mapping Project, Construction Management Services, AECOM.

Approve the AECOM Construction Management agreement for Construction Management Services for the District-wide Mapping project, in the amount of \$150,000.

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

Approve the work order with Neudesic, LLC for an amount not to exceed \$1,288,400 for the term of August 1, 2018 through December 31, 2019.

6.17 **SOCCCD: DSA Resident Inspector Services, Todd's Inspection Services.**

Approve a five year contract for DSA Resident Inspector Services, with Todd's Inspection Services, from August 27, 2018 through August 26, 2023, with a contract value of \$1,109,400.

6.18 **SOCCCD: Adopt Resolution No. 18-17: Declaration of an Emergency Situation Regarding the Collapse of an Evaporation Cooler Unit at Saddleback College, and Contract with Enviser, Inc.**

Adopt Resolution No. 18-17, Declaration of an Emergency Situation Regarding the Collapse of an Evaporation Cooler Unit at Saddleback College, and ratify the contract with Enviser, Inc. in the amount of \$90,135 for repairs.

6.19 **SOCCCD: FY 2020-2021 Five Year Construction Plan Revision and IPP / FPP Submittal to the State Chancellor's Office.**

Approve the changes to the FY 2020-2021 Five Year Construction Plan and approve for signature and submittal to the State Chancellor's Office. The Chancellor also recommends that the Board of Trustees approve the IPPs and FPPs as submitted with a 50/50 match for state supportable items.

6.20 **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.**

Approve the board policies as listed.

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reorganization.

6.22 **SOCCCD: Faculty Conversion to Canvas One-Time Stipends**

Ratify Academic Employee Personnel Actions.

6.23 **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 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.

7.0 **REPORTS**

- 7.1 **Saddleback College and Irvine Valley College: Guided Pathways Initiative**
A written report on the Guided Pathways Initiative.
- 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
- 7.3 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.4 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.5 **Retiree (OPEB) Trust Fund.**
Report for period ending May 31, 2018.

8.0 **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

SOCCCD Implementation Plan for AB 705

Presenters:

- Dr. Angel Hernandez, Irvine Valley College Counselor & Basic Skills Coordinator
- Dr. Jennifer Klein, Saddleback College Director of Planning, Research & Accreditation



South Orange County Community College District

AB 705 Legislation Overview

AB 705 amended the Student Success Act of 2012 to address stagnant completion rates throughout the state.

Goals:

Maximize the probability that a student will complete transfer-level English and Math within one year.

ESL students will complete their transfer level English requirements within three years.



AB 705 Impact on Assessment

- Mandates that community colleges may no longer require assessment exams for initial placement in Math or English after Fall 2018, and ESL placement after Fall 2019.
- Use of Multiple Measures for placement:
 - High School transcript data
 - Self-reported high school information
 - Guided self-placement
- AB 705 will also require significant changes to the matriculation process.

AB 705 Impact on Curriculum

- Prohibits community colleges from requiring students to enroll in remedial Math and English courses.
- Permits community colleges to require students to enroll in additional concurrent support courses.
- Both colleges are utilizing acceleration pedagogy and corequisite support course frameworks to align with AB 705.

AB 705 Implementation Process

- Colleges have to be fully compliant with AB 705 by:
 - Fall 2019 for English and Math
 - Fall 2020 for ESL
- District IT AB 705 Design Team
- IVC is implementing AB 705 through:
 - The Basic Skills Workgroup
 - The SSSP Taskforce
- Saddleback is implementing AB 705 through:
 - The Student Success College Wide Coordinating Committee
 - The AB 705 Workgroup



AB 705 Student Support In and Out of the Classroom

- English and Math faculty are working collaboratively with their student support services to ensure student success in the classroom.
- Both college are offering academic supplemental support through:
 - corequisite English and Math curriculum
 - a wide variety of tutoring services
 - maximizing the use of online progress report tools
 - extensive professional development in pedagogy for basic skills faculty

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: AB 705 Compliance

ACTION: Discussion

BACKGROUND

The Board of Trustees requested a joint report and presentation from Saddleback and Irvine Valley College on this new legislation. AB 705 requires community colleges to maximize a students' probability for completing transfer level English and math courses within one year, and ESL within three years. The law requires community colleges to eliminate the use of assessment instruments in favor of using high school performance when available. In the absence of U.S. high school data, colleges are required to establish guided self-placement processes.

Cross-functional work groups have been established at Saddleback College and Irvine Valley College. The colleges have been working together to create similar processes and curricular changes. Additionally, a district-wide design team consisting on key stakeholders has been established to evaluate and design the technological MySite enhancements necessary to support the process redesign and curricular changes. The colleges have developed timelines to ensure compliance with the requirements set forth in the legislation and guidelines published by the California Community College Chancellor's Office.

STATUS

Exhibit A is the report requested by Trustee Wright and Trustee Prendergast summarizing Saddleback College and IVC's implementation plan for AB 705.

Dr. Jennifer Klein, Director of Research, Planning and Accreditation, Saddleback College, and Dr. Angel Hernandez, Counselor and Basic Skills Coordinator, Irvine Valley College, will present additional information on the AB 705.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT IMPLEMENTATION PLAN FOR AB 705



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INTRODUCTION AND AB 705 LEGISLATION OVERVIEW:

AB 705 amended Education Code Section 78213 of the Seymour-Campbell Student Success Act of 2012. The goal of this legislation is to maximize the probability that a student will enter and complete transfer-level English and math within one year and that ESL students complete within three years.

Key provisions of the legislation are:

- Grants the Board of Governors sole authority for approval of placement instruments.
- Prohibits community colleges from using assessment instruments for math or English placement after Fall 2018 that have not been approved by the Board of Governors. (Appendix I)
- Requires community colleges to use high school transcript data (unweighted cumulative grade point average, highest level of course, and grade received), when available, to inform placement decisions.
- Permits community colleges to use self-reported high school information or guided placement, including self-placement when high school transcript data is difficult to obtain, logistically problematic, or not available.
- Prohibits community colleges from requiring students to enroll in remedial math and English courses unless research supports students are highly unlikely to succeed in transfer-level math and English courses, beginning in Fall 2019. Placement must maximize a student's probability of completing transfer-level English and math within one year (three years for students requiring ESL credit instruction).
- Permits community colleges to require students to enroll in additional concurrent support, including language support for ESL students during the same term they enroll for transfer-level English or mathematics, but only if it is determined the support will increase their likelihood of passing the transfer-level English or math course. Community colleges shall minimize the impact on financial aid and unit requirements for the degree by exploring embedded support in low or noncredit support options.

Two years ago, Irvine Valley College and Saddleback College each received a three-year, \$1.5-million grant. The intent of these grants was to accelerate basic skills students to transfer-level. The objectives written into both colleges' Basic Skills Student Outcomes and Transformation (BSSOT) grants have given the colleges a jump-start on efforts leading to the implementation on AB 705.

IVC has several cross-functional, discipline-specific workgroups established through the BSSOT grant, referred to at IVC as the Basic Skills Transformational (BST) Grant, which consist of discipline faculty, counselors, matriculation staff, and college researchers, who have sharpened their focus toward meeting the objectives and requirements established in AB 705. Saddleback College formed a college-wide cross-functional workgroup to evaluate, redesign, and implement the changes required in AB 705. Saddleback College refers to their BSSOT grant as Level Up.

Professional development opportunities to support pedagogy and teaching strategies have been, and will continue to be, offered throughout the year to our English, ESL, and math instructors. The question is no longer whether our students are ready for us, but whether our colleges are ready to meet our students where they are, and provide them with the necessary tools to successfully complete transfer-level English and math within the stated timelines.

DATA-DRIVEN DECISION MAKING:

At **Irvine Valley College**, the Office of Research, Planning and Accreditation (ORPA) has been an integral part of the planning and evaluation of multiple measures for assessment and AB 705. Data and reports provided to the English and math faculty since 2015 were a central element in moving towards full-scale multiple measure implementation in Fall 2016. ORPA continually provides the departments with updated reports and high-level statistical evaluations of the impact of the changes. ORPA also collaborated with ESL faculty in developing a survey that could be used in place of US high school GPA for our international students. This work is very unique and has garnered wide-spread interest from many other community colleges. The survey was freely shared with all California community colleges, and at least six other colleges are piloting IVC's ESL survey. The results of this work will help ESL departments implement AB 705 for their international students. In addition, ORPA has increased the capacity and efficiency for faculty and departments to access student outcomes. Specifically, the research office created several dashboards and reports that visualize the impact of multiple measures in assessment and accelerated/corequisite classes. Results are available overall and disaggregated for all equity groups. Moving forward, these reports will be very valuable in evaluating AB 705. Reporting on integration, equity, and guided pathways plans is also being discussed as a tool in program evaluation. In sum, the research office has facilitated a data-driven, decision-making culture in the ESL, English, and math departments, and continually provides support in interpretation of results and the statistical evaluations of the implemented changes.

At **Saddleback College**, the Office of Planning, Research and Accreditation (OPRA) has been an active participant, providing data and analyses related to AB 705. Various members of OPRA, including the Director, Senior Research and Planning Analyst, and Program Research Analyst, have not only provided outcomes on student placement, but also have presented at multiple meetings and retreats, and have participated in outcomes-based discussions with math and English faculty.

Within OPRA, the Director of Research presented a series of data that illustrated the “leaky pipeline”—a lack of progression across volumes of students attempting to move from basic skills or below-college-level math and English up to college level. The Saddleback Senior Research & Planning Analyst participated in an AB 705 implementation workgroup from Fall 2017 to Spring 2018, fielding questions and providing data-driven evidence relating to the compendium of research that supports AB 705. Analyses were presented illustrating the efficacy of accelerated English (ENG 390) at Saddleback College. Additional research supporting English and preliminary math placement guidance was also presented. The senior analyst has also participated in the statewide AB 705 Implementation Committee from Fall 2017 through Summer 2018, to develop English and math guidance at the statewide level. The Saddleback Program Research Analyst has provided ongoing analytics since Spring 2017. Collectively, these analyses were used to build predictive analytics and data science techniques to project the number of placements, enrollments, and sections to offer for ENG 390, ENG 200, and ENG 1A for the Fall 2018 semester, to meet upcoming demand related to student placement and enrollment changes due to AB 705. Additionally, through the Level Up Grant (Appendix II), the Program Research Analyst and grant Project Specialist have created targeted messaging to new and continuing students to encourage enrollment into the appropriate English composition courses, using the District's Sherpa “nudge” system.

ASSESSMENT/PLACEMENT CHANGES:

In June 2016, **Irvine Valley College** began using high school data as a multiple measure for placement in English. As demonstrated in Figure 1, English students placed higher with high school coursework than through the English assessment. For math, the college added the usage of high school data in addition to the homegrown assessment test in Fall 2016. Results obtained so far show that students place higher with the assessment than with high school coursework. In compliance with the requirements of AB 705, IVC plans to eliminate administering the math and English assessments in Fall 2018. Due to the complexities of ESL instruction, the Chancellor's Office has extended the implementation timeline for ESL; guidelines are expected to be released during Fall 2018. However, IVC still plans to make the math assessment available to students as a prerequisite challenge for Math 2 Pre-Calculus (one level above transfer) and Math 3A Calculus (two levels above transfer).

To date, the process at IVC for applying multiple measures for placement has been performed manually, via a collaborative effort between assessment staff and the research office. Once a student completes their assessment, the research office compares the students who assessed against CalPass placement recommendations, then reports back to assessment staff which students earned a higher placement. This is then manually recorded in MySite. Figure 1 shows that the multiple measures for placement model has placed more students into transfer-level English and math. This change in placement policy has had a great impact on equity, especially for African American and Hispanic students.

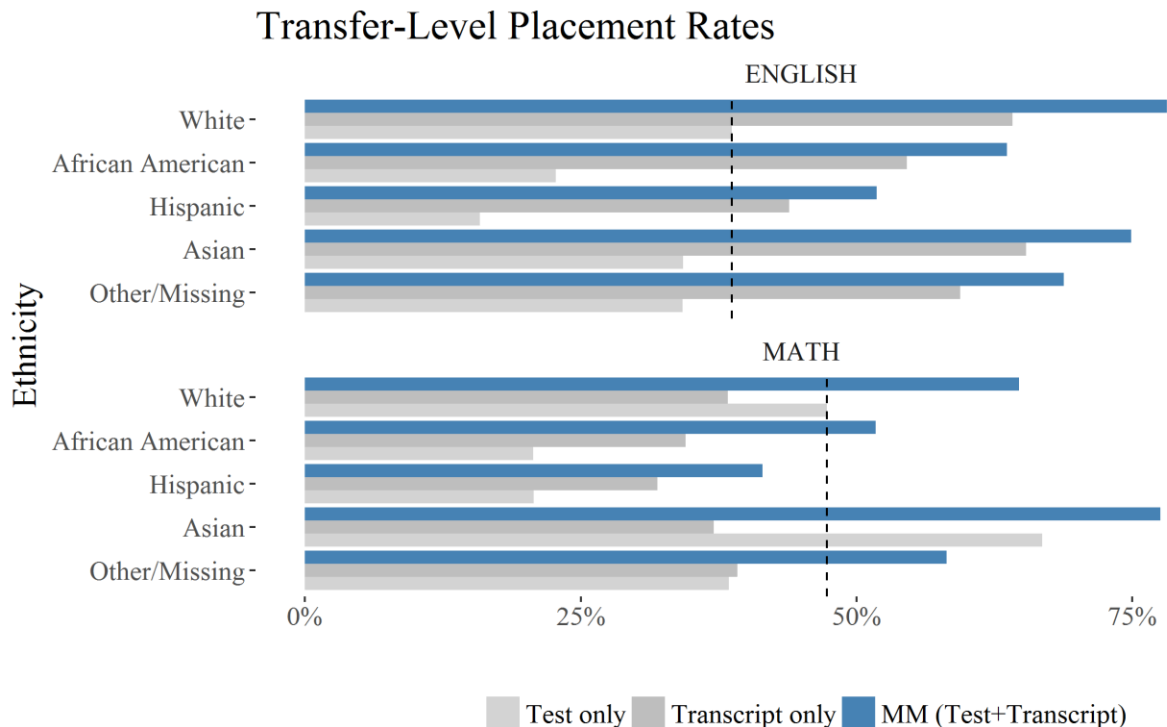


Figure 1

This illustration of the change in placement policy only tells half the story. In the period since IVC has implemented the use of multiple measures in placement, the college has observed a high number of students completing transfer-level English and math in one year. Traditionally, colleges have focused only on individual course success rate. In comparison, AB 705 expects colleges to focus on course throughput rates, meaning the number of students who complete a specific English or math sequence through transfer-level. IVC's English and math throughput rates are provided in Figure 2.

Overall Throughput to Transfer Level

Note: MM students are primarily F17 and S18 students

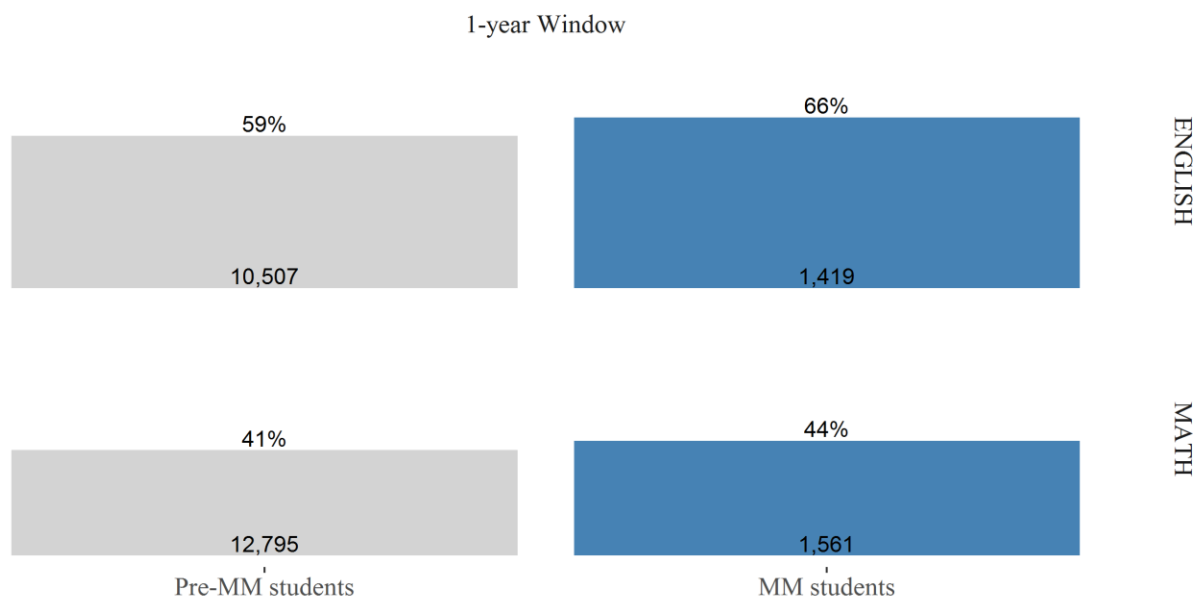


Figure 2

In order to come into full compliance with AB 705, the IVC English department's Multiple Measures Workgroup is developing a guided self-placement model. Students will be provided a placement recommendation based on self-reported high school GPA, which eliminates the need for a placement test. If no high school data is available, the placement recommendation will be based on a student self-assessment survey, in which they judge their skills relative to the transfer-level writing class (WR 1). The recommended placement will either be directly into transfer-level writing (WR 1, 4 units) or into transfer writing with corequisite support (WR 1 + WR 302 + WR 181, 6.5 units). Students placing into WR 1 alone will also be informed of services and instructional support available to them through the optional Writing Center Lab (WR 181, 1/2 unit). Ultimately, the placement decision will be made by the student. For math, first-time college students will be placed primarily using high school GPA, high school math course, and grade received. For students who cannot or do not have high school information, math faculty at IVC have developed a first draft of a guided self-placement process. For students in English and math who may not have high school coursework information available, such as international students, the primary source of placement will be guided self-placement.

Following a successful two-year multiple measures pilot study (2015-2017), on April 16, 2018, **Saddleback College** began accepting high school transcript data for placement into English and math

for all students who are required to matriculate, eliminating the requirement for students to complete an English or math assessment to determine placement. Through the Counseling Division, students are advised to submit their high school transcript to matriculation for the opportunity to be placed into English and math if needed course requirements are not currently met. Students may choose to take the math or English assessment if they are not satisfied with their high school transcript placement. Currently, the submission and evaluation of the student's high school transcripts is manual.

To assist both the English and math departments, the SSSP Researcher developed a report in Tableau that provides access for department chairs and deans to easily monitor the trajectory of our students' placement into transfer-level English and math, as a result of high school transcripts. Figure 3 below illustrates a snapshot of student placement during the time period of April 16, 2018 through July 2, 2018, using their high school transcripts for placement. The data below reflects a 64% placement into transfer-level English and a 52% placement into transfer-level math during this time period.

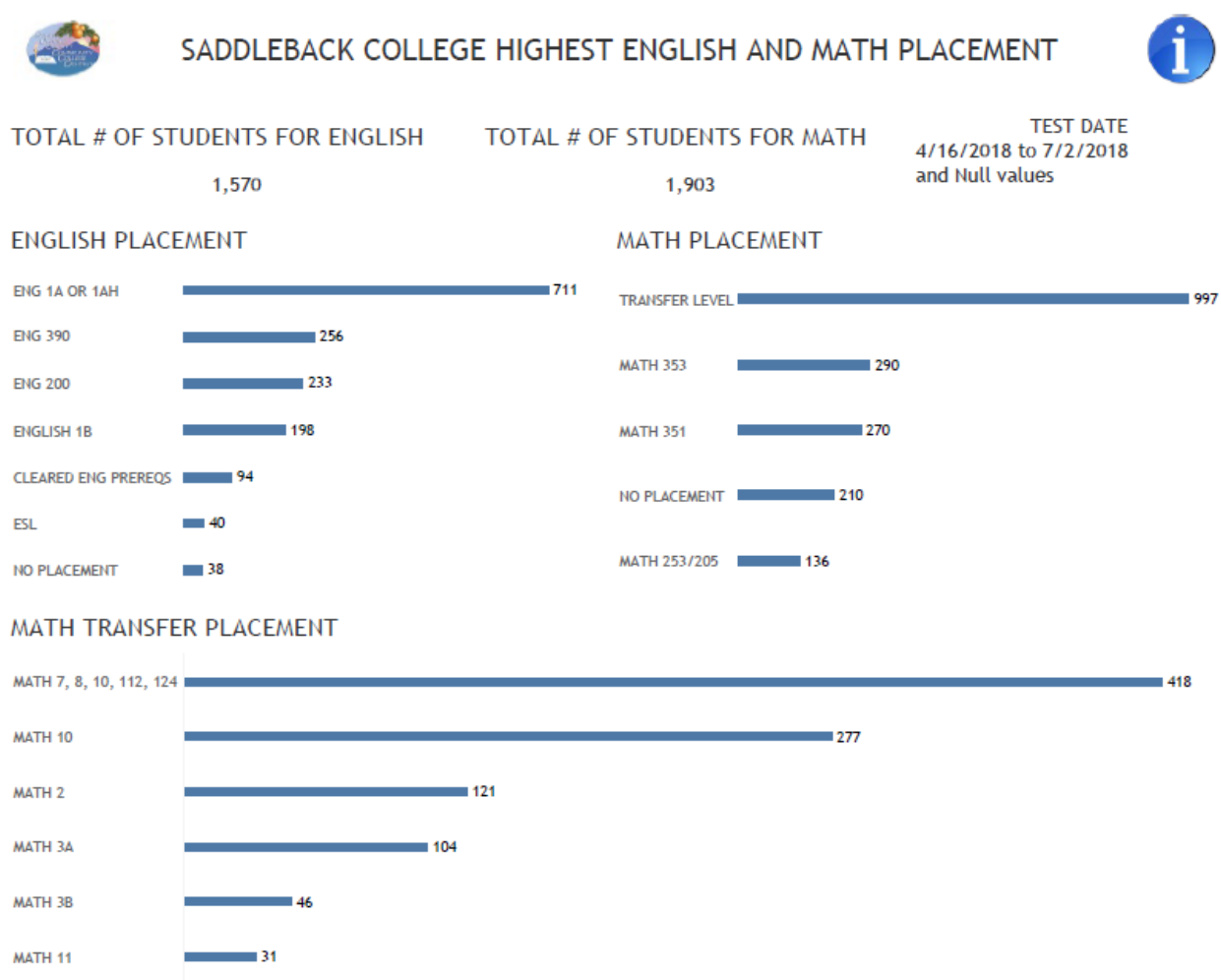


Figure 3

In an attempt to ensure success, the AB 705 workgroup will maximize the use of the college's Progress Report, particularly with all English, ESL, and math instructors. A student services support document is being produced now for distribution in every English and math course. This document will be made available to faculty in hard copy and online formats, as well as on a designated web page. Increased tutoring and counseling will be available to students enrolled in English and math courses.

EARLY COLLEGE ASSESSMENT AND PLACEMENT:

Early College assessments were eliminated for placement this year. Effective with the 2022 Cohort (incoming 9th grade class), students were admitted to the Early College program based on junior high school grade point average, grade in last math class, recommendation letters from junior high school teachers, and students' personal essays. Students entering their senior year will be placed into WR 1 in Fall 2018 based solely on their high school grade point average.

ENGLISH/ESL CURRICULAR CHANGES:

After a one-year pilot, the **Irvine Valley College** English department has implemented a support course (WR 302, 2 units) for transfer-level writing (WR 1, 4 units) as of Fall 2018. Students who placed into WR 1 have the option of enrolling in WR 181 Writing Conference (½ unit), where they receive one-on-one supplemental instruction. Students who are placed one level below transfer-level will have the option of choosing the one-level-below class (WR 201, 3 units) or enrolling directly in transfer-level writing with corequisite support (WR 1+ WR 302 + WR 181, 6.5 units). WR 181 is required for the corequisite support. The English department is in the process of phasing out the one-level-below course (WR 201), instead placing students directly into transfer-level writing plus corequisite support (WR 1 + WR 302). Additionally, the IVC English department plans to reduce the offerings of its accelerated course for students who place more than one level below (WR 399). In Fall 2019, IVC's English department plans to greatly reduce the number of sections of the accelerated writing course, as all students will be placed directly into transfer-level writing (WR 1) or transfer-level writing with support (WR 1 + WR 302), as required by AB 705. The accelerated writing course will become an optional course for students wishing to enroll in a class prior to entering the transfer-level course, but no students will be placed in that course.

In Spring 2017, IVC's ESL faculty, in conjunction with the Research Office, created a language survey designed to find an evidence-based multiple measure for placing students into ESL coursework, as only 25% of credit ESL students have a US high school GPA. With the hope of increasing the sample size, the survey has been shared with all California community colleges, and six have confirmed their participation. The survey consists of 16 questions that measure language proficiency and ability. All IVC ESL students enrolled in ESL courses have been given the survey since then, and recent data findings suggest the survey could be used as a placement tool alone or in conjunction with another measure such as a writing sample. In Fall 2018, the Research Office and IVC ESL faculty will present their findings at the Strengthening Student Success conference in Garden Grove and will continue gathering more data.

Additionally, IVC ESL is working toward compliance with AB 705 in the following areas:

- The ESL department already has a credit ESL academic writing sequence, utilizing best practices in language acquisition and acceleration pedagogy, that leads directly to transfer-level writing (WR 1). (Appendix III)
- The English faculty, ESL faculty, and the Research Office have collaborated to begin tracking ESL student success in transfer-level writing courses to determine whether ESL students pass at the same rate as native-speaking writing students.
- In Fall 2018, ESL faculty will write curriculum for an ESL corequisite course designed for students who need additional language support and are enrolled in transfer-level writing.
- In conjunction with English faculty and counselors, ESL faculty have been designing a pathway for English or ESL placement during the matriculation process.
- ESL faculty has begun exploring curricular changes that entail the transitioning of non-academic credit courses to noncredit (Adult ESL) options.

Saddleback College English faculty have been working with IVC faculty, which has resulted in the following curricular changes at Saddleback College:

- Adoption by the English faculty in Spring 2018 of the statewide multiple measures model using high school GPA as a primary placement tool. Students with a high school GPA of 2.6 or higher are placed directly into college transfer-level composition, English 1A.
- Elimination of the lowest remedial composition course, English 300.
- Approval of English 201 (2 units) as a supplemental course to be taught in conjunction with English 1A (4 units). It is designed for those students who have been placed into English 200.
- Increasing the number of sections of English 1A offered for Fall 2018, offering 60 sections of face-to-face courses and 30 online.
- Offering supplemental course support including embedded librarians, tutoring, and counseling in classes through the Level Up Grant.
- Expanding the LRC Writing Lab to accommodate more computers for students enrolled in English 201.

Saddleback College credit and noncredit ESL faculty and IVC's noncredit Adult ESL faculty are aggressively working together to meet the state deadline for an ESL three-year pathway to transferable English for all ESL students seeking job skills enhancement, a certificate, a two-year degree, or transfer. IVC English and ESL faculty are working together on guided self-placement to ensure non-native speakers are informed of the available credit and noncredit ESL options. Rebecca Beck, IVC ESL instructor, is a member of the statewide AB 705 ESL Implementation Workgroup.

MATH CURRICULAR CHANGES:

Saddleback College faculty and Irvine Valley College faculty have been working together to develop implementation strategies and curricular changes for both colleges.

IVC first offered Math 310 Pre-Statistics in Spring 2017. This course offered an accelerated prerequisite alternative to Math 10 Statistics for non-STEM students. Traditionally, depending on placement, students were required to complete Math 353 Beginning Algebra and Math 253 Intermediate Algebra before enrolling in Math 10 Statistics. Depending on the student's initial placement, Math 310 is saving students one to two semesters of prerequisite coursework.

Starting in Fall 2019, IVC students will have the option of enrolling in one of the following transfer-level courses: Math 5 Math for Liberal Arts, Math 8 College Algebra, Math 10 Statistics, Math 20 Math for Elementary School Teachers, or Math 124 Trigonometry. For those students without sufficient algebra experience, a two-unit corequisite supplemental instruction course has been created for each transfer course listed. The development of the corequisite course curriculum is being funded through IVC's Basic Skills Transformation (BST) Grant. Like English, the corequisite course will be taught by the same instructor teaching the transfer course. Students will be guided toward the best math course for their respective educational goal.

Timeline of work performed or in progress:

- In Spring 2017, the IVC math department added a pathway to statistics by adding Math 310 Pre-Statistics to its offerings. The class has been offered as a full semester class and as part of a compressed sequence that allows students to take Math 310 during the first eight weeks of the semester, followed by Math 10 Statistics. Instructors teaching the class communicate regularly to discuss strategies and to refine course material to better prepare students to take Statistics. Summer training for instructors teaching Math 310 in Fall 2018 will take place during July. Training for instructors to teach Math 310 in Spring 2019 will take place during Flex Week of Spring 2019. The math department will continue offering a few sections of Math 310 in Fall 2019 to address the needs of our diverse student population.
- The Mathematics Department decided to create corequisite courses in Spring 2018. Faculty members in the math department volunteered to create the new courses, which were then launched in CurricUNET at the end of the spring semester. The goal is to offer a few sections of each course with corequisite support during Summer 2019, to have an opportunity to test how they work before full implementation in Fall 2019.
- During Summer 2018, the faculty members who developed the corequisite courses are developing materials (timelines, worksheets, homework, etc.) to be used once the courses are approved and ready to be offered. These faculty members will teach at least one section with corequisite support the first time these sections are offered, to test what has been developed.
- The math department will conduct training sessions on how to teach sections with corequisite support on an as-needed basis.
- Starting Fall 2019, the math department will gradually decrease the number of courses below transfer-level and will start to offer sections of transfer-level courses with corequisite support in addition to the regular sections of those courses. The number of sections of each type is still to be determined, once the demand for each is established.

Saddleback College is adopting the following curricular changes effective Fall 2018:

- Math 205 has changed to Math 103 Mathematical Ideas. This course is now transferable to the California State University system and satisfies GE Breadth Area B4. Non-STEM students who struggle with statistics can now take Math 103 as an alternative transfer path to the CSU system.
- Math 112 has changed to Math 14 Math for Elementary School Teachers. This course is now transferable to both the California State University system as well as the University of California system. This change in articulation provides another non-STEM, UC-transferable math option for our students.
- The Math Department has developed curriculum for support classes that will be attached to Intermediate Algebra (253), College Algebra (7), College Algebra for Brief Calculus (8), Statistics (10), Trigonometry (124), and Pre-Calculus (2). The support classes are designed to help students.
- The math course offerings for both the Fall 2018 and Spring 2019 semesters are being adjusted to reflect the changes in the increased number of students now beginning at the transfer level.

TECHNOLOGY CHANGES:

To support the necessary modifications to the admissions and matriculation processes, a district-wide design team has been created to identify required MySite changes. District IT support is essential to ensuring both colleges implement AB 705 successfully.

Through funding from the Irvine Valley College Basic Skills Transformational Grant (BST), District IT has been working to develop the MySite changes necessary to support multiple corequisites and the multiple measures integration for accessing high school placement.

The Saddleback College campus-wide AB 705 workgroup is working with IVC and District IT to automate data collection. Cal Pass Plus and Parchment have been identified as opportunities for automation of high school transcript data. Discussions are underway for a direct data feed from two unified school districts: Capistrano Unified and Saddleback Valley Unified. Discussions with Irvine Unified and Tustin Unified will begin in Fall 2018.

The Saddleback College Level Up Grant funded a District IT project to enhance MAP capabilities and, as a new feature in Smart Schedule, provide students with proposed course schedules that include their needed English, reading, and math courses. Saddleback is working with District IT to eliminate confusion for students in finding corequisite support classes in the class schedule.

COMMUNICATION - UPDATING OUR STUDENTS, FACULTY AND COLLEGE PARTNERS:

At Irvine Valley College, the Basic Skills Workgroup, the Basic Skills Transformation (BST) Grant multiple measures workgroups in English, math and ESL, and the SSSP Taskforce have been meeting to develop the changes required to implement AB 705. Members of these groups will conduct a one-hour session during the president's opening session as well as a separate Flex Week session on how AB 705 may impact non-basic skills disciplines. All printed matriculation materials will be developed for new students in Fall 2018. The college website will be updated. Separate communications will be sent to high school counselors, with a separate in-person information session presented during the Fall 2018 High School Counselors Breakfast.

Under the auspices of the Saddleback College Student Success Committee, a college-wide AB 705 workgroup was created. Membership includes all department chairs from English, reading, ESL and math; deans; OPRA; Matriculation; Counseling; DSPS; EOPS; Adult Education; Admission and Records; BSI; the Academic Senate; the High School Partnership Committee; and District IT. The workgroup met biweekly to meet the demands of the AB 705 statewide implementation deadline. By March 2018, the AB 705 workgroup agreed to discontinue administering the assessment in favor of using primarily high school data, resulting in a shift from approximately 70% of students being placed into basic skills courses to now just over 30%. The infographic below is displayed prominently on the college homepage, as well as other key online locations throughout the website. The college's Counseling 100 high school offerings and High School Partnership Council have been the primary catalysts for communication.



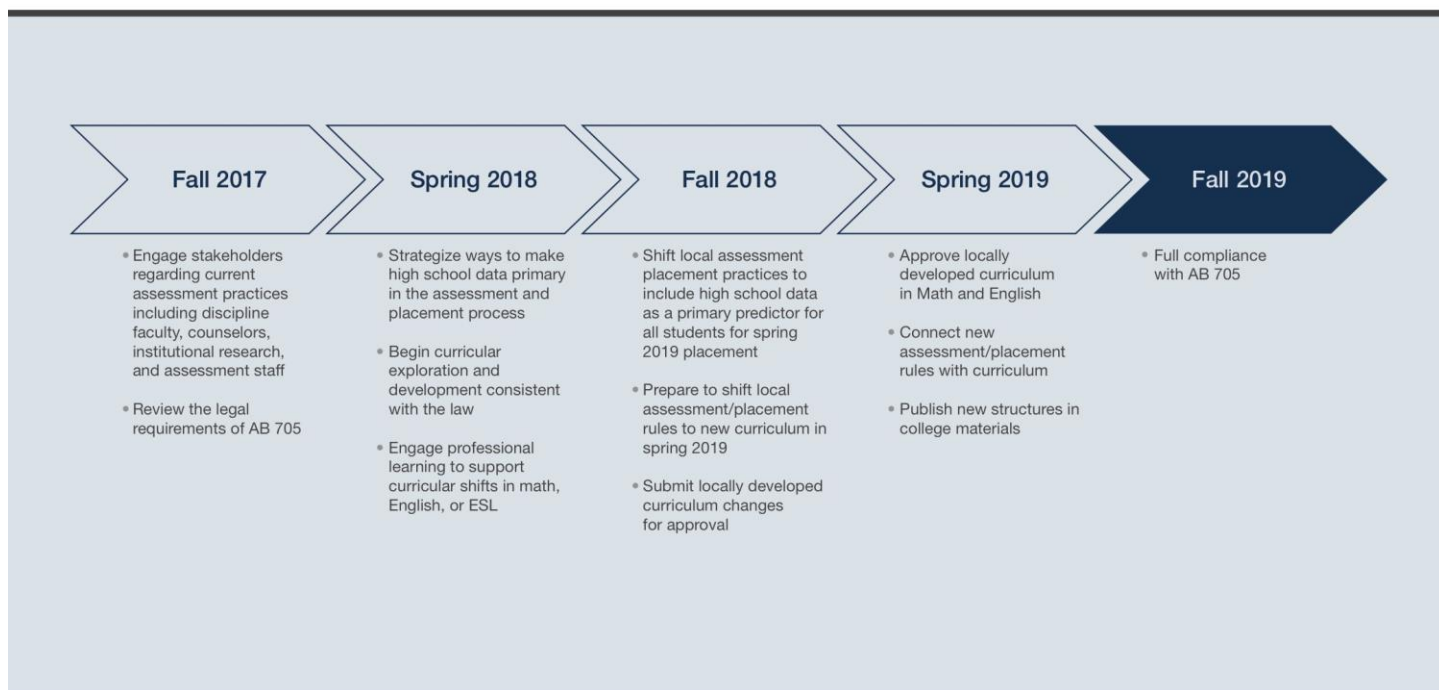
Figure 4

Colleges are required to make placement retroactive to all currently enrolled students. Once the new placement models are established, a communication plan will be developed to advise students of their new placement, the new curriculum options, and where to obtain additional information should they have questions.

**APPENDIX I: AB 705 CALIFORNIA COMMUNITY COLLEGES
IMPLEMENTATION TIMELINE**

AB 705 IMPLEMENTATION TIMELINE

For Math and English



CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

APPENDIX II: SADDLEBACK COLLEGE ANALYSIS



Predicting English Enrollments under Multiple Measures Assessment Project Placement Matrix

Truong Tran

Level Up and Office of Research, Planning and Accreditation

Overview:

Prior to the Spring 2018 semester, enrollments in ENG 300, 390, 200, and 1A consisted of continuing students; those who completed pre-requisite courses or rematriculated, and first time fully matriculated college students that completed Saddleback College's local assessment test. Now, students will primarily be assessed using the Multiple Measures Assessment Project (MMAP) placement matrix as known as the MMAP placement grid, which uses students' high school GPA for English course placement. With the use of the placement matrix, enrollments in the English courses will change dramatically which implies a shift in section offerings for each course. This analysis will assess the changes in placements and utilize predictive analytics to forecast enrollments in each course for the Fall 2018 semester under multiple measures. The findings of this analysis are intended to drive data-informed scheduling decisions.

Methodology:

First Analysis

The first part of this analysis looks at placement changes under the placement matrix. 3,586 out of the total 4,882 first-time college students with either CalPass or self-reported high school GPA data in the Fall 2017 applicant cohort are placed using MMAP decision rules. Of the 1,026 students that do not have GPA data, only 318 completed matriculation. Additionally, only 147 of the 318 students received a placement in an English course by doing the CTEP local assessment.

Currently, the Matriculation office places students using the MMAP placement matrix when they bring in high school transcripts. However, this analysis will assume the college will be implementing at full scale in Fall 2018 by also using self-reported GPA and CalPass data to place students, similar to Irvine Valley College's (IVC) implementation. To best replicate this process, applicants prior to Fall 2017 are not considered since we do not have sufficient self-reported GPA data for these students. Students in the cohort are first placed using CalPass data. If CalPass data is not available, then self-reported GPA is used. For students that do not have CalPass or self-reported data, placement results from local assessment is used. The thresholds

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for MMAP placements, given by the Matriculation office, are:

Current High School Students (Direct Matriculants, must have completed the 11th grade in a California high school)

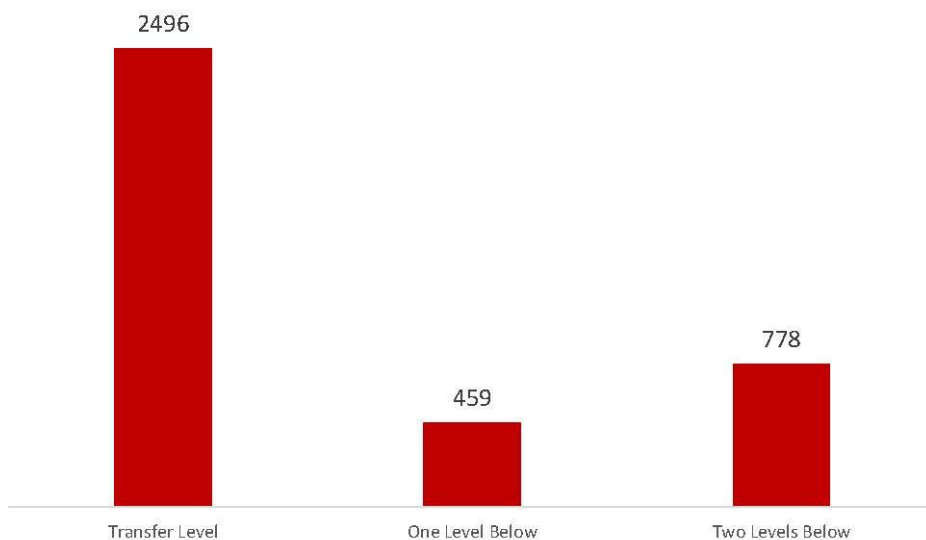
Total non-weighted GPA →	GPA ≥ 2.6	GPA ≥ 2.3	GPA ≥ 2.0
English Course Placement →	English 1A	English 200	English 390, 300 No Prerequisite

Students Not Currently in High School (Non-Direct Matriculants, must have completed the 12th grade in a California high school)

Total non-weighted GPA → High school English course 1yr ↓	GPA ≥ 2.6	GPA ≥ 2.2	GPA ≥ 1.8
12 th Grade English (C or Better)	English 1A	English 200	English 390, 300 No Prerequisite
12 th Grade English (C-, or D)	English 1A	English 390, 300 No Prerequisite	English 390, 300 No Prerequisite

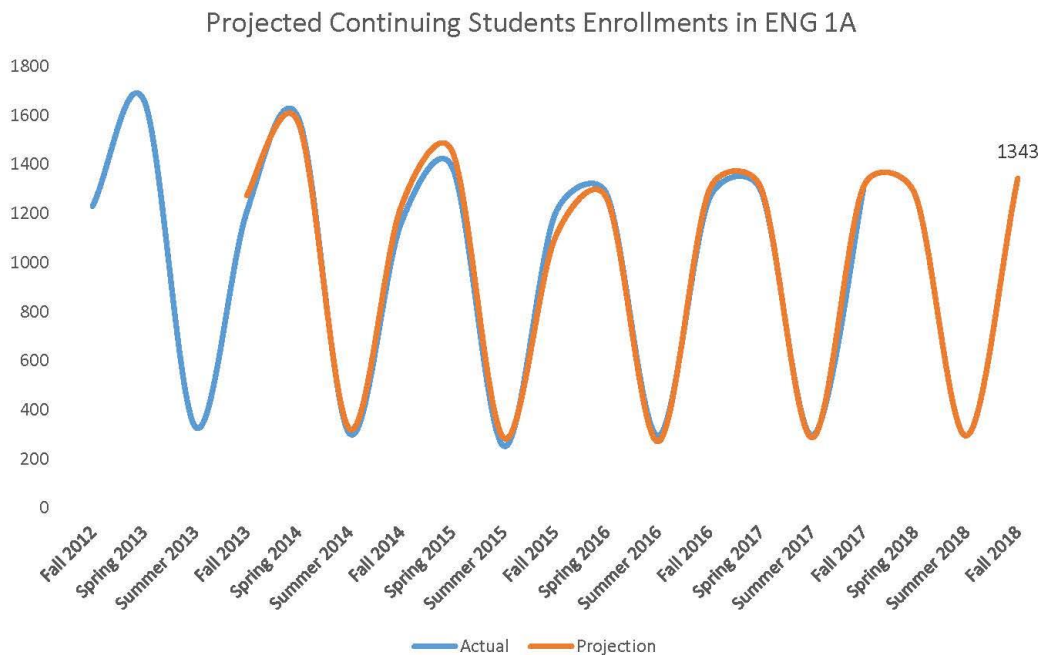
First Analysis Results

Fall 2017 First-time College Student MMAP Placement



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Term	ENG 1A Enrollments
Fall 2012	1231
Spring 2013	1661
Summer 2013	331
Fall 2013	1208
Spring 2014	1592
Summer 2014	304
Fall 2014	1160
Spring 2015	1388
Summer 2015	253
Fall 2015	1199
Spring 2016	1281
Summer 2016	295
Fall 2016	1262
Spring 2017	1296
Summer 2017	296
Fall 2017	1302

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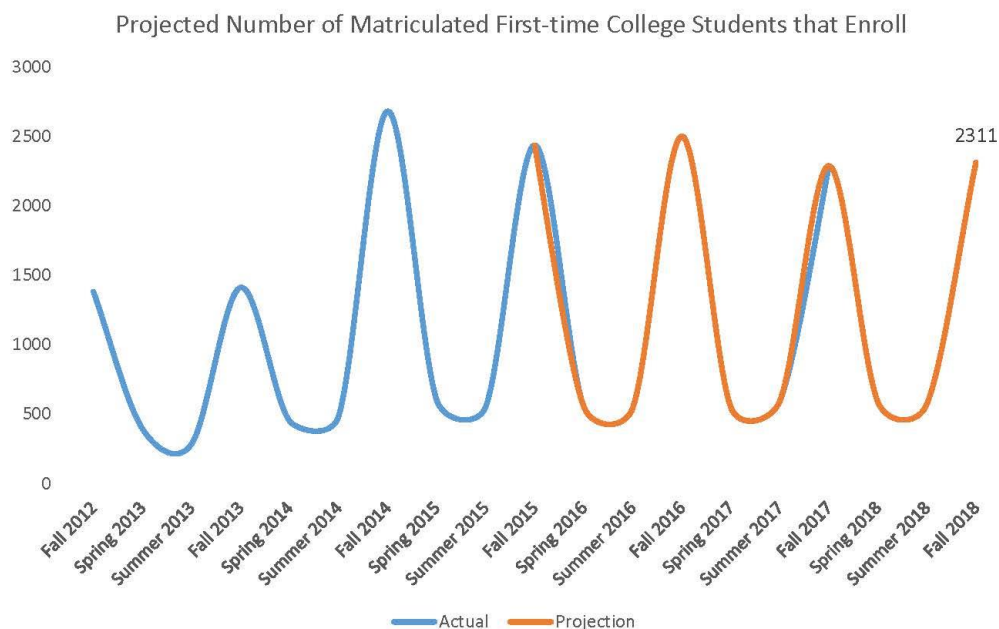
Spring 2018	1280**
Summer 2018	295**
Fall 2018	1343**

** Projected Values from ARIMA Model

Part 2 involves a few challenges. For first-time college students, we cannot simply apply a time series model to directly project enrollments in ENG 1A because multiple measures will deviate the placement patterns of incoming 2018 first-time college students from prior semesters, which in turn will change enrollment patterns. Thus, there are three challenges with first-time college students:

1. How many Fall 2018 fully matriculated first-time college students will enroll at Saddleback?
2. How many of the first-time college students will be placed in ENG 1A?
3. How many of the first-time college students placed in ENG 1A will enroll in ENG 1A in their first semester?

To solve the first challenge, we can project the number of first time college students in Fall 2018 using the same ARIMA time series model used for projecting continuing students. The projected number of enrollments by fully matriculated first-time college students from our ARIMA model is 2,311.



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Term	Number of First-time College Students
Fall 2012	1382
Spring 2013	395
Summer 2013	285
Fall 2013	1412
Spring 2014	452
Summer 2014	485
Fall 2014	2681
Spring 2015	604
Summer 2015	553
Fall 2015	2436
Spring 2016	556
Summer 2016	544
Fall 2016	2501
Spring 2017	551
Summer 2017	594
Fall 2017	2279
Spring 2018	589**
Summer 2018	573**
Fall 2018	2311**

** Projected Values from ARIMA Model

To solve the second challenge, 66.9% of first-time college students in Fall 2017 placed into ENG 1A using multiple measures. Thus, 1,546 ($0.669 \times 2,311$) students is the projected number of Fall 2018 first-time college students that will place into ENG 1A.

The third challenge can be solved in a couple ways. Since we now have a projected number of students that will place into ENG 1A in Fall 2018, we can find the percentage of first-time students that placed into ENG 1A and enrolled in their first term using prior term data and multiply this percentage by 1,546. This is a quick and simple solution but it does not account for any uncertainty or randomness that may happen with enrollments. To account for randomness or uncertainty, a statistical resampling method called Stratified Bootstrapping can be applied:

1. Form a dataset that contains all first-time college students with placement in ENG 1A since Fall 2012 and their first semester enrolled courses.
2. Randomly sample 1,546 (the number of projected students placed in ENG 1A in Fall 2018) students from the dataset.
3. Calculate and record the number of students that enrolled in ENG 1A from our random sample.
4. Repeat steps 2 and 3 10,000 times.
5. Look at the distribution of the list of values recorded by the repetition of steps 2 and 3 and determine a confidence interval.

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After 10,000 resamples, the confidence interval is between 713 and 757 first-time college student enrollments in ENG 1A of out the possible 1,546.

Putting everything together, from the projected 1,343 enrollments from continuing students and the projected 713 to 757 enrollments from first-time college students in ENG 1A, we can conclude that the total projected enrollments for Fall 2018 for ENG 1A are between 2056 (1343 + 713) and 2100 (1343 + 775). In terms of section offerings, this equates to 82 to 84 sections for ENG 1A in Fall 2018.

Applying this analysis for ENG 200 and ENG 300/390, the following projections with respective confidence intervals are produced:

Course	Number of Enrollments Projected	Number of Sections Projected
ENG 390	395 to 419	15 to 17
ENG 200	614 to 635	24 to 26
ENG 1A	2056 to 2100	82 to 84

Limitations:

With the number of ENG 390 sections increasing in the Spring 2018 semester, more continuing students will be eligible to enroll in ENG 1A in the Fall 2018 semester. This analysis is unable to capture student enrollment patterns in ENG 390 for Spring 2018 since registration is still open.

The second limitation is the ability for students that completed the local assessment to rematriculate under the new MMAP process. Since Spring 2018 will be the first semester MMAP is implemented, rates that students rematriculate cannot be captured.

The last limitation is the projections from this analysis are dependent on the implementation method of MMAP once it is at full scale. This analysis assumes the use of CalPass and self-reported GPA data. Additionally, this analysis assumes the same GPA cutoffs defined will be used at full scale. Small changes such as decision tree GPA thresholds and the use of self-reported GPA, CalPass data, or high school transcript will change the projection of enrollments and section counts. However, the only mathematical dependence in this analysis is on the percentages of MMAP placements. Once a finalized MMAP method is established, the percentages for the cohort can be recalculated and the projections can be reproduced.

Conclusion:

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Retrospectively applying the placement matrix to the Fall 2017 first-time college student applicant cohort, 66.9 % of the students place into ENG 1A, while 12.3% place into ENG 200, and 20.8% place into ENG 390. This shift in placements indicates a necessary shift in section offerings. This analysis captures continuing student enrollments in English courses, MMAP placements for incoming first-time college students, and their first semester enrollment behavior in their recommended course.

The Division of Liberal Arts used InForm reports for longitudinal analysis to form proposed section counts for Fall 2018. The projections from this analysis aligns very well with the proposed schedule with exception of ENG 200.

Course	Proposed Section Count	Projected Section Count
ENG 390	16 sections	15 to 17 sections
ENG 200	32 sections + 3 ghost sections	24 to 26 sections
ENG 1A	82 sections + 2 ghost sections	82 to 84 sections

The difference in the number of proposed and projected sections for ENG 200 is due to the assumption of a full-scale implementation of the placement matrix. With full-scale implementation as well as the increase in the accelerated ENG 390 section offerings, there will be a decreasing trend of enrollments and placements for ENG 200. IVC launched their MMAP pilot in Fall 2016 and implemented at full-scale in Spring 2017. The projection of decreasing ENG 200 sections aligns with the observed trend of IVC's equivalent course, WR 201, over the past 3 Fall terms.

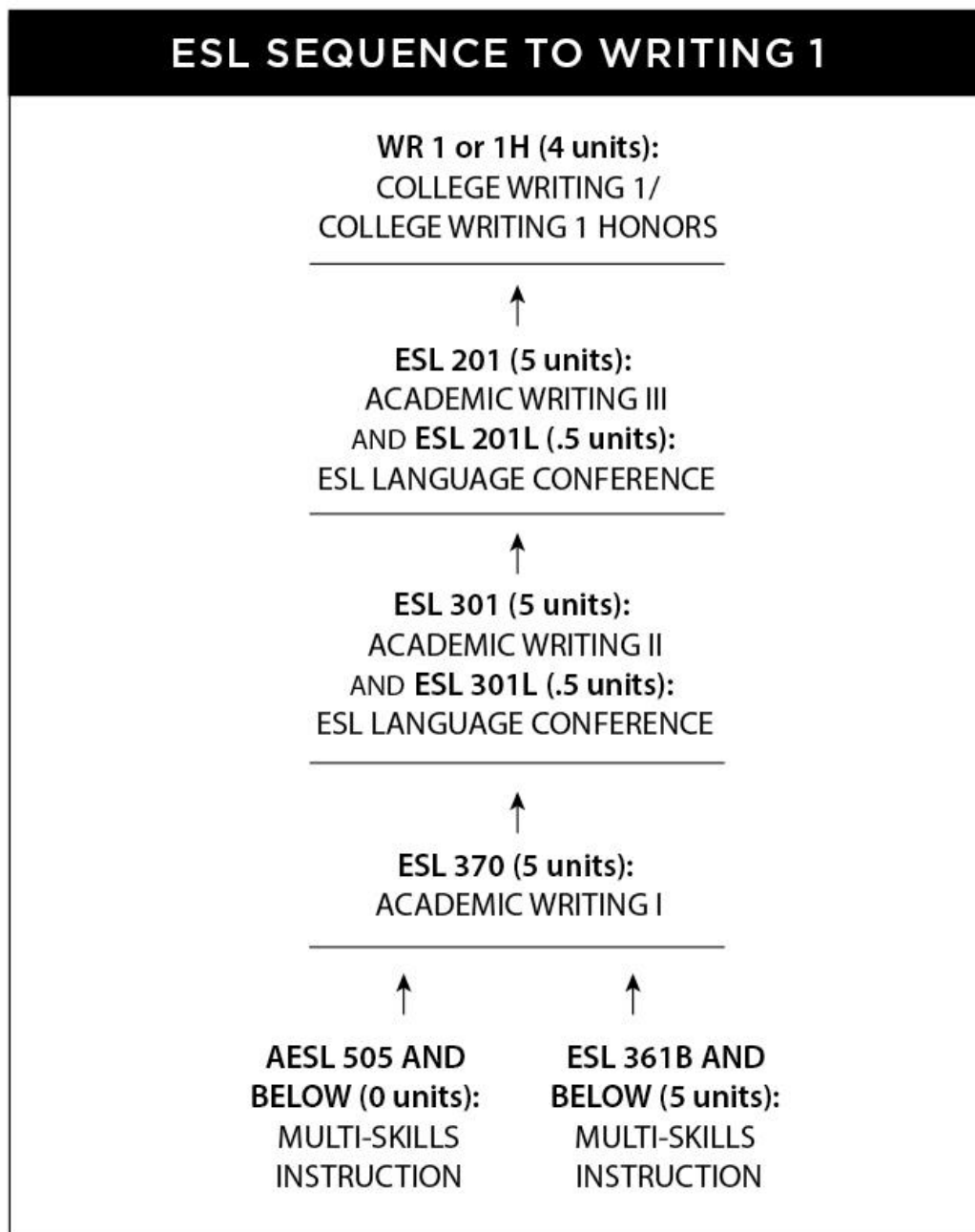
Term	WR 201 Section Counts	WR 201 Enrollments
Fall 2015	16	393
Fall 2016	17	335
Fall 2017	7	172

The use of ghost sections is recommended to accommodate for unforeseen enrollment behavior due to limited data for ENG 390 enrollment patterns, students rematriculating using MMAP, and the scale of MMAP implementation.

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APPENDIX III: IRVINE VALLEY COLLEGE ESL ACADEMIC WRITING SEQUENCE



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Irvine Valley College: Early College, Dual Enrollment and State Initiatives

ACTION: Discussion

BACKGROUND

The Board of Trustees requested a report and presentation from Irvine Valley College on early college, dual enrollment and state initiatives, such as AB705 and Guided Pathways.

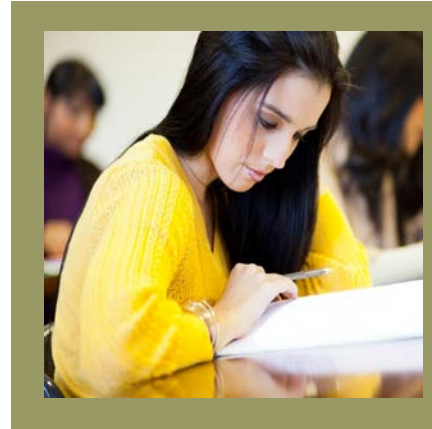
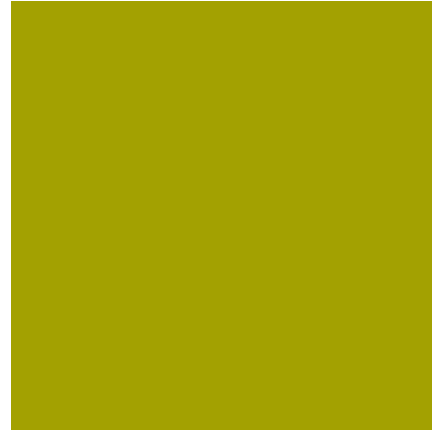
AB 705 requires community colleges to maximize a students' probability for completing transfer level English and math courses within one year, and ESL within three years. The law requires community colleges to eliminate the use of assessment instruments in favor of using high school performance when available. In the absence of U.S. high school data, colleges are required to establish guided self-placement processes. AB 705 impacts math and writing placement procedures in the Early College program.

In 2016, the state legislature encouraged the creation of College and Career Access Pathways (CCAPs) via dual enrollment. Irvine Valley College has three CCAP agreements with local school districts. The Guided Pathways statewide reform implementation, which began in Fall 2017, encourages the use of dual enrollment to develop inter-segmental cooperation between K-12 schools, community colleges and universities.

STATUS

Exhibit A contains a report on Early College, Dual Enrollment and State Initiatives.

Traci Fahimi, Dean of Social and Behavioral Science and Business Sciences will present additional information on Early College and Dual Enrollment at Irvine Valley College.



Early College & Dual Enrollment

SOC CCD Board of Trustees

30 July 2018

Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences



What is Dual Enrollment?



- Enrollment of **special admit students** in college classes
- The preferred term for what used to be called **concurrent enrollment**
- Courses earn **college credit**
- Courses sometimes earn **A-G credit**

**About 3.5-7%
of student
body @ IVC**

Ad Hoc Dual Enrollment

About 1200 K12 students per year enroll in IVC classes on their own

“Regular” Dual Enrollment Programs

- Governed by a Memorandum of Understanding (MOU) or Instructional Service Agreement (ISA)
- Seats may be saved for a well-defined cohort
- Courses are open enrollment

College & Career Access Pathways Dual Enrollment (CCAPs)

- Governed by a CCAP Agreement
- Courses may have closed enrollment
- Courses should be part of a degree or certificate program

Examples:

- Early College Pathways (El Toro HS, Beckman HS)
- College Physics (IUSD)
- College Readiness Pilot (IUSD)
- Math Readiness (IUSD)
- Summer College (IUSD)

Examples:

- Biotechnology (Dana Hills HS/CVUSD)
- Biotechnology (Northwood HS/IUSD)
- Business/Entrepreneurship (Beckman HS/TUSD)



Overview of Formalized Dual Enrollment Programs @ IVC

Type	Program	Description	Grade Levels	Courses offered @ IVC	Courses offered @ High School	Non-CCAP	CCAP	A-G Credit	Formal Partnership agreement
Early College Pathways	Early College-Beckman HS	Students earn IGETC certificate.	9 th -12 th	✓	✓	✓		✓	✓
	Early College-El Toro HS	Students earn IGETC certificate.	9 th -12 th	✓	✓	✓		✓	✓
College & Career Access Pathways	Biotech-Dana Hills HS	Students take BIOT 70, 70L, & 273. Credit earned toward two biotechnology certificates.	11 th -12 th		✓		✓	✓	✓
	Biotech-Northwood HS	Students take BIOT 273 & 70L. Credit earned toward two biotechnology certificates.	11 th -12 th		✓		✓		✓
	Business-Beckman HS	Students take a sequence of 4 business/entrepreneurship courses & earn a certificate of proficiency in Research Tools for Entrepreneurs	11 th -12 th		✓		✓	✓	✓
Individualized Programs	College Physics	Students take Physics 2B after completing AP Physics, taking the AP Physics exam, and meeting grade and exam score criteria.	11 th -12 th	✓		✓			✓
	IUSD Summer College	A set of grant-funded classes offered to IUSD high school students each summer.	9 th -11 th	✓		✓			✓
	IUSD College Readiness Pilot	Funded by IUSD College Readiness Block Grant. Students take math, writing or counseling classes in their senior year.	12 th		✓	✓			✓
	IUSD Math Readiness	Students take Math 353 or Math 253 with wrap around support at the high school.	12 th		✓		✓		In progress
	Kinesiology-Beckman HS	Students take KNES 85 & KNES 212. Classes are part of a certificate program and/or recognized athletic training sequence.	12 th		✓		✓		In progress



Dual Enrollment Pathways & Student Success



■ Early College Pathways

- 525+ participants
- Nearly all complete the program
- Nearly all earn an IGETC certificate
- Most also earn an AA degree

■ CCAP Pathways

- 450+ participants
- 51 certificates earned since Fall 2016



Dual Enrollment Pathways & AB705 Impact

Dual enrollment programs follow the college's adopted placement processes.

■ Early College

■ Through Spring 2016

- Math and writing placement exams administered during Spring of students' junior year.

■ Fall 2016 - Spring 2018

- High school data used as a multiple measure along with assessments to determine math and writing placement.

■ Beginning Fall 2018

- Math and writing placement will be determined using high school GPA and, by Fall 2019, guided self placement.

■ CCAP Pathways

- No math, writing, or ESL placements are used in the CCAP programs



IVC's Dual Enrollment Team



■ Traci Fahimi

- Dean, Social and Behavioral Sciences, Business Sciences

■ Arleen Elseroad

- Dean, Enrollment Services

■ Elizabeth Cipres

- Dean, Counseling Services

Early College, Dual Enrollment and State Initiatives

Board Report, 30 July 2018

Traci Fahimi

I. Dual Enrollment

Dual enrollment is the preferred term for “concurrent enrollment”, which occurs when “special admit” K-12 students enroll in college classes. Dual enrollment students earn college credit on their college transcript upon completion of their college courses. Their high schools may also choose to award A-G credit toward high school graduation based on completed college coursework. Depending on the semester, about 3.5% to 7% of the student body at Irvine Valley College (IVC) is comprised of special admit students, enrolled in both K-12 classes and college classes simultaneously.

II. Types of Dual Enrollment

Most of the college’s dual enrollment occurs via “ad hoc” enrollment rather than through formal programs. About 1200 K-12 students per year enroll in IVC classes on their own. About 400 students participate in formal dual enrollment programs each year. Formal dual enrollment programs are governed by an agreement between the college or college district and the high school or high school district. IVC has eight formal agreements to provide dual enrollment opportunities at area high schools. An overview of the college’s dual enrollment programs is provided in the attached chart (Appendix A).

III. Formal Dual Enrollment Programs

Formal dual enrollment programs governed by a written agreement offer several advantages for special admit students, the college, and participating high schools. For students, these include the opportunity to complete college coursework early in their academic careers and to significantly reduce the cost of their college education. For the college, dual enrollment programs gain FTES that the college may not otherwise capture and provide pathways into the college for high school students. For high schools, dual enrollment programs enhance their scorecard metrics. Studies show that dual enrollment programs improve high school graduate rates, high school GPA, high school retention and on-time graduation, proficiency scores on state assessments, college grades and credit accrual, and college enrollment, retention and persistence rates. IVC’s specialized dual enrollment pathways perform above the state average for dual enrollment completers.

IV. Dual Enrollment and State Initiatives

A. College and Career Access Pathways

College and Career Access Pathways (CCAP) dual enrollment began at IVC in fall 2016 after the passage of Assembly Bill 288 in 2015. Under CCAP dual enrollment, courses may be offered at the high schools, during the regular bell schedule, with closed enrollment. For non-CCAP or “regular” dual enrollment, seats may be saved for a well-defined cohort of students, but the courses are open enrollment and are typically offered either before or after the regular high school day. Currently, IVC has three CCAP agreements in place. Each of these agreements is up for renewal in summer 2018.

B. Guided Pathways

Guided pathways encourages intersegmental cooperation between K-12 schools, community colleges, the California State University system, and the University of California system. Dual enrollment affords many opportunities to deepen and widen the relationship between the college and its neighboring K-12 districts for both career and transfer pathways.

C. AB 705

The college’s dual enrollment programs follow the college’s adopted placement processes. The only formal dual enrollment program that regularly utilizes placement processes is the Early College program. IVC currently has one Early College program at Beckman High School. The Early College program is a pathway to earn an IGETC certificate for a cohort of students selected in 8th grade. The cohorts take two college classes per semester during their four years of high school. Most participants earn an AA degree in addition to the IGETC certificate by enrolling in 9 additional units at IVC. Through spring 2018, Early College students took placement tests for math and writing during the spring semester of their junior year. Beginning in Spring 2017, high school GPA was used along with placement tests to determine math and writing placements. In Spring 2019, no placement tests will be used and placement will be determined using high school GPA.

V. Appendix A: Chart of IVC Dual Enrollment Programs

Type	Program	Description	Grade Levels	Courses offered @ IVC	Courses offered @ High School	Non-CCAP	CCAP	A-G Credit	Formal Partnership agreement
Early College Pathways	Early College-Beckman HS	Students earn IGETC certificate.	9 th -12 th	✓	✓	✓		✓	✓
	Early College-El Toro HS	Students earn IGETC certificate.	9 th -12 th	✓	✓	✓		✓	✓
College & Career Access Pathways	Biotech-Dana Hills HS	Students take BIOT 70, 70L, & 273. Credit earned toward two biotechnology certificates.	11 th -12 th		✓		✓	✓	✓
	Biotech-Northwood HS	Students take BIOT 273 & 70L. Credit earned toward two biotechnology certificates.	11 th -12 th		✓		✓		✓
	Business-Beckman HS	Students take a sequence of 4 business/entrepreneurship courses & earn a certificate of proficiency in Research Tools for Entrepreneurs	11 th -12 th		✓		✓	✓	✓
Individualized Programs	College Physics	Students take Physics 2B after completing AP Physics, taking the AP Physics exam, and meeting grade and exam score criteria.	11 th -12 th	✓		✓			✓
	IUSD Summer College	A set of grant-funded classes offered to IUSD high school students each summer.	9 th -11 th	✓		✓			✓
	IUSD College Readiness Pilot	Funded by IUSD College Readiness Block Grant. Students take math, writing or counseling classes in their senior year.	12 th		✓	✓			✓
	IUSD Math Readiness	Students take Math 353 or Math 253 with wrap around support at the high school.	12 th		✓		✓		In progress
	Kinesiology-Beckman HS	Students take KNES 85 & KNES 212. Classes are part of a certificate program and/or recognized athletic training sequence.	12 th		✓		✓		In progress

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

Minutes from:

June 25, 2018 Special Meeting of the Board of Trustees (Exhibit A) and
June 25, 2018 Regular Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.



**Special Meeting Minutes of the
SOCCCD Board of Trustees and
Facilities Corporation 2011 Board of Directors**

**Ronald Reagan Board of Trustees Room 145
Health Sciences/District Offices Bldg., Saddleback
College**

June 25, 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

GUESTS:

Ann-Marie Gabel, Interim Chancellor
Richard Kudlik, District Internal Auditor
Grace Garcia, District Director, Chancellor and Board Operations

CALL TO ORDER: 3:45 P.M.

The meeting was called to order at 3:47 p.m.
All board members were present and a quorum was announced.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

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

No public comments.

2.0 DISCUSSION ITEM

2.1 SOCCCD: Authorization to proceed with actions necessary to dissolve the Facilities Corporation 2011 of the South Orange County Community College District.

Richard Kudlik, District Internal Auditor, explained that the reason the Corporation was initially formed was to take advantage of the New Market

Tax Credits for which the ATEP location would have been eligible at the time the Corporation was formed. However, subsequent revisions by the Federal government to the census tract maps based on updated demographic data resulted in the ATEP location becoming ineligible for this tax credit effective approximately 2013 and it currently remains ineligible.

Trustee Jemal asked if we would have been grandfathered in had we been able to find a partner prior to becoming ineligible. Kudlik responded that we would likely have been able to receive the credit had we entered into an eligible partnership prior to the update of the tract map.

Trustee Whitt asked if it were possible that we could become eligible for the tax credit again in the future. Kudlik responded that while possible, it is extremely unlikely that we would have the opportunity to earn this tax credit again.

3.0 ACTION ITEM

3.1 SOCCCD: Dissolution of Facilities Corporation 2011 of the South Orange County Community College District

A motion was made by Trustee Prendergast and seconded by Trustee Milchiker to proceed with the actions necessary to dissolve the Facilities Corporation 2011 of the South Orange County Community College District.

Board voted unanimously to dissolve the Facilities Corporation 2011 of the SOCCCD.

ADJOURNMENT

A motion was made by Trustee Milchiker and seconded by Trustee Wright to adjourn the meeting at 3:53 p.m.



Ann-Marie Gabel
Secretary, Board of Trustees

**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

June 25, 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

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

ABSENT

Evelyn Hoang, Student Member
Glenn Roquemore, President Irvine Valley College

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.

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (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
1. All Managers and Administrators
- 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)
- B. Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(2).) (1 case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board denied a part-time faculty's appeal of an administrative determination alleging discrimination.

On a 7 to 0 vote, the board approved a settlement agreement in lieu of a lay-off for a classified manager.

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.

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 (Written Report included)

ASVC Written Report

E. Board Request(s) for Reports

1. Trustee Wright has requested a report on AB 705 and Trustee Prendergast has requested an update on the Early College Program.

Board Request for Report

On a motion made by Trustee Lang and seconded by Trustee Milchiker, the request for board report was approved on a 7 - 0 vote.

4.0 DISCUSSION ITEMS

4.1 None

5.0 CONSENT CALENDAR ITEMS

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

Trustee Whitt requested to remove item 5.8 and Trustee Jemal requested to remove item 5.15 for separate discussion and action.

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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of Regular Meeting held on May 21, 2018.

[Item 5.1](#)

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

[Item 5.2](#)
[Exhibit A](#)

- 5.3 Saddleback College and Irvine Valley College: Community Education Fall 2018
Approve Fall 2018 Community Education courses, presenters, and compensation.

[Item 5.3](#)
[Exhibit A-B](#)

- 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.

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

- 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.

Item 5.5
Exhibit A

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

Item 5.6
Exhibit A-B

- 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.

Item 5.7
Exhibit A-B

- 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.

Item 5.8
Exhibit A

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

- 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.

Item 5.9
Exhibit A-B

- 5.10 SOCCCD: Gifts to the District
Accept the donation as listed.

Item 5.10
Exhibit A

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

Item 5.11
Exhibit A

- 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.

Item 5.12
Exhibit A

- 5.13 SOCCCD: December 2017 – March 2018 Change Orders/ Amendments Ratify the change orders and amendments as listed.

Item 5.13
Exhibit A-C

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

Item 5.14
Exhibit A-C

- 5.15 SOCCCD: May – 2018 Contracts
Ratify contracts as listed.

Item 5.15
Exhibit A-B

A motion was made to divide the item and remove the McCallum Group contract from the list of contracts for ratification. On a motion made by Trustee Whitt and seconded by Trustee Jay, the item was approved on a 7 - 0 vote.

A motion was made to approve the balance of the item without the McCallum Group contract. On a motion made by Trustee Prendergast and seconded by Trustee Lang, the item was approved on a 7 - 0 vote.

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Tentative Budget for FY 2018-2019
Approve the tentative budget for FY 2018-2019 as presented.

Item 6.1
Exhibit A-B

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

- 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.

Item 6.2

Board President Jemal 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 formation of the ATEP Facilities Corporation. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 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.

Item 6.3
Exhibit A-D

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

- 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.

Item 6.4
Exhibit A

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

- 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.

Item 6.5

Board President Jemal 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 IVC Behind-the-Meter Battery Energy Storage Service Contract. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

- 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.

Item 6.6
Exhibit A

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

- 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.

Item 6.7
Exhibit A-C

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

- 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.

Item 6.8
Exhibit A-B

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

- 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.

Item 6.9

Exhibit A-B

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

- 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.

Item 6.10
Exhibit A-B

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

- 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.

Item 6.11

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

- 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.

Item 6.12

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

- 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.

Item 6.13
Exhibit A

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

- 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.

Item 6.14

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

- 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.

Item 6.15
Exhibit A-N

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

- 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.

Item 6.16
Exhibit A-B

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

6.17 SOCCCD: Faculty Conversion to Canvas One-Time Stipends Ratify Academic Employee Personnel Actions.

Item 6.17
Exhibit A

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

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.

Item 6.18
Exhibit A

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

6.19 SOCCCD: Classified School Employees Association (CSEA) Successor Agreement – Tentative Agreement Approve Tentative Agreement with CSEA for 3-Year Successor Agreement.

Item 6.19
Exhibit A-B

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

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.

Item 7.1
Exhibit A-B

7.2 SOCCCD: Staff Response to Public Comments from Previous Board

Meeting
None

Item 7.2

- 7.3 SOCCCD: List of Board Requested Reports
Status of board requested reports from the South Orange County
Community College District Board of Trustees.

Item 7.3
Exhibit A

- 7.4 SOCCCD: CCCT Student Trustee Member Election – 2018
CCCT Student Trustee Member Election Information.

Item 7.4

- 7.5 SOCCCD: Facilities Plan Status Report.
Status of current construction projects.

Item 7.5
Exhibit A

- 7.6 SOCCCD: Monthly Financial Status Report.
The reports display the adopted budget, revised budget and
transactions through May 31, 2018.

Item 7.6
Exhibit A

- 7.7 SOCCCD: OPEB Trust Fund
Report for the period ending April 30, 2018.

Item 7.7
Exhibit A

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

Item 8.0

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

- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8 p.m.



Ann-Marie Gabel
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revised and Deleted Curriculum for the 2018-2019 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 courses, Exhibit B includes revised programs, and Exhibit C includes a deleted program. 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 Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2018-19 academic year at Saddleback College as listed in Exhibits A, B, and C.

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2018-2019

Exhibit A
Page 1 of 2

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prreq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 162	198080.00	CONSTRUCTION ESTIMAT.	pcs fr not program applicable to <u>program applicable</u>
ATAS	ARCH 231	482001.00	LEED/SUSTAIN ARCH	pcs fr not program applicable to <u>program applicable</u>
ATAS	ARCH 270	482003.00	FLD STDY EU ARCH HIST	pcs fr not program applicable to <u>program applicable</u>
ATAS	ARCH 271	482004.00	FLD STDY EU ARCH DRAW	pcs fr not program applicable to <u>program applicable</u>
ATAS	ARCH 272	482005.00	FLD STDY EU DESGN STU	pcs fr not program applicable to <u>program applicable</u>

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2018-2019

Exhibit A
Page 2 of 2

ATAS	GD 160	992213.00	PRO PRAC GRAPHIC DSGN	pcs fr not program applicable to <u>program applicable</u>
FAMT	TA 22	429242.00	MUS TH HIST & APPREC	pcs fr not program applicable to <u>program applicable</u>

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Computer Maintenance Technology
Certificate of Achievement

The Computer Maintenance Technology Certificate program prepares the student for entry-level employment as a ~~computer technologist or~~ computer technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers ~~and hardware for personal computers~~ and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses:

Course ID	Title	Units
CIM 1	Introduction to Computer Information Systems	3
or		
CIM 10	Introduction to Information Systems	3
CIM 174+	Computer Operating Systems- Windows	3
CMT 215	Electronics for Computer Technologists	3
or		
ET 101	Survey of Electronics	3
or		
ET 133	DC and AC Fundamentals	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
CMT 230*	Applied Network Technology	3
CMT 235*	A+ Exam Preparation for Computer Service Technicians	3

Total Units for the Certificate 21-22

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

~~+Completion of the A and B versions of this course can also be used to fulfill this requirement.~~

Revised
Computer Maintenance Technology
Certificate of Achievement

The Computer Maintenance Technology **(CMT)** Certificate **of Achievement** program **includes study of personal computer hardware, software, repair, maintenance, and troubleshooting to** prepare the student for entry-level employment as a computer **maintenance** technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of **the** measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses:

Course ID	Title	Units
CIM 1	Computer Information Systems	4
or		
CIM 10	Introduction to Information Systems	3
CIMN 100	Computer Operating Systems- Windows	3
CMT 215	Electronics for Computer Technologists	3
or		
ET 101	Survey of Electronics	3
or		
ET 133	DC and AC Fundamentals	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
CMT 230*	Applied Network Technology	3
CMT 235*	A+ Exam Preparation for Computer Service Technicians	3

Total Units for the Certificate 21-23

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
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Current
Computer Maintenance Technology
Associate in Science

The Computer Maintenance Technology ~~Certificate~~ program prepares the student for entry-level employment as a ~~computer technician or~~ computer technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers ~~and hardware for personal computers~~ and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses

Course ID	Title	Units
CIM 1	Introduction to Computer Information Systems	3
or		
CIM 10	Introduction to Information Systems	3
CIM 174+	Computer Operating Systems: Windows	3
CMT 215	Electronics for Computer Technologists	3
or		
ET 101	Survey of Electronics	3
or		
ET 133	DC and AC Fundamentals	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
CMT 230*	Applied Network Technology	3
CMT 235*	A+ Exam Preparation for Computer Service Technicians	3
Total Units for the Major		21-22

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

~~+Completion of the A and B versions of this course can also be used to fulfill this requirement.~~

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: ~~CIM 227, 251, 252~~; ET 114.

Revised
Computer Maintenance Technology
Associate of Science

The Computer Maintenance Technology (CMT) Associate of Science degree program includes study of personal computer hardware, software, repair, maintenance, and troubleshooting to prepare the student for entry-level employment as a computer maintenance technician in companies involved in the manufacture, installation, repair, maintenance, upgrading, or sales of personal computers and computer networks.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate proper use of the measures and procedures to protect personal computer hardware against damage due to electrostatic discharge (ESD).
- State and demonstrate software and hardware troubleshooting skills and procedures for personal computers.
- State, compare, and contrast the major features and tools in modern PC operating systems.
- Describe the functions and performance specifications of the major hardware items in a PC.

Required Courses

Course ID	Title	Units
CIM 1	Computer Information Systems	4
or		
CIM 10	Introduction to Information Systems	3
<u>CIMN 100</u>	Computer Operating Systems: Windows	3
CMT 215	Electronics for Computer Technologists	3
or		
ET 101	Survey of Electronics	3
or		
ET 133	DC and AC Fundamentals	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
CMT 230*	Applied Network Technology	3
CMT 235*	A+ Exam Preparation for Computer Service Technicians	3
Total Units for the Major		21-23

*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 major: CIMN 200, 210; ET 114.

SADDLEBACK COLLEGE
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Current Digital 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, installation, and repair of digital computers and related equipment. ~~This certificate covers an introduction to computer software and repair.~~

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 the main hardware and software components of a modern Windows based personal computer system.

Required Courses:

Course ID	Title	Units
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
ET 114*	Digital Electronic Circuits	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 22

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

Revised Digital Electronic Technology Certificate of Achievement

This Digital Electronic Technology certificate program primarily prepares students for entry-level employment as electronic technicians in companies involved in the manufacture, testing, installation, and repair of digital computers and related equipment. The certificate also provides skill updating and upgrading for persons already employed in the electronics industry or related fields. Courses cover a variety of discrete and integrated circuits, with emphasis on digital electronics, plus hardware and software for personal computers. Possible careers for electronic technicians with this certificate include field service technician, medical equipment technician, computer test technician, and digital electronics and equipment 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 the main hardware and software components of a modern Windows based personal computer system.

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
ET 200*	Digital Signal Processing and Microcontrollers	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3

Total Units for the Certificate 22

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Digital Electronic Technology
Associate in Science

Revised
Digital Electronic Technology
Associate of Science

This program prepares ~~the student~~ for entry-level employment as ~~an~~ Electronic Technician in companies involved in the manufacture, testing, installation, and repair of digital computers and related equipment. ~~This certificate covers an introduction to computer software and repair.~~

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 the main hardware and software components of a modern Windows based personal computer system.

Required Courses:

Course ID	Title	Units
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
ET 114*	Digital Electronic Circuits	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		22

*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~~; CMT 230; ~~CS 1B, CS 3A, CS 3B~~; MATH 7, MATH 124, ~~MATH 251~~, MATH 253; PHYS 2A, PHYS 2B, PHYS 20.

This Digital Electronic Technology Associate of Science program primarily prepares students for entry-level employment as electronic technicians in companies involved in the manufacture, testing, installation, and repair of digital computers and related equipment. The program also provides skill updating and upgrading for persons already employed in the electronics industry or related fields. Courses cover a variety of discrete and integrated circuits, with emphasis on digital electronics, plus hardware and software for personal computers. Possible careers for electronic technicians with this degree include field service technician, medical equipment technician, computer test technician, and digital electronics and equipment 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 the main hardware and software components of a modern Windows based personal computer system.

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
ET 200*	Digital Signal Processing and Microcontrollers	4
CMT 220	Computer Maintenance and Repair I	3
CMT 225*	Computer Maintenance and Repair II	3
Total Units for the Major		22

*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 major: CJM 10, CMT 230; MATH 7, MATH 124, MATH 253; PHYS 2A, PHYS 2B, PHYS 20; Any Electronic Technology course not taken in degree such as ET 118, ET 201, ET 202.

Current
Associate in Arts in Elementary Teacher
Education for Transfer Degree

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education 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, 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:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

Course ID	Title	Units
Required Courses		
EDUC 90*	Intro to Elementary Education	3
CD 107	Child Growth and Development	3
BIO 20	Introduction to Biology	4
CHEM 3*	Fundamental Chemistry	4
PHYS 20	The Ideas and Events of Physics	4
GEOL 20	Introduction to Earth Science	4
MATH 112*	Mathematics for Elementary School Teachers	5
SP 1	Communication Fundamentals	3
ENG 1A*	Principles of Composition I	4
ENG 25*	Introduction to Literature	3
GEOG 3	World Regional Geography	3
HIST 4	World History to 1750	3
HIST 16	History of the United States to 1876	3
PS 1	American Government	3

Group A: Select one of the following courses (3 Units)

ENG 1B	Principles of Composition II	3
ENG 170	Reasoning and College Reading	3

Group B: Select one of the following courses (3 Units)

ANTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation	3

Revised
Associate in Arts in Elementary Teacher
Education for Transfer Degree

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer degree, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education 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, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

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.**

Course ID	Title	Units
Required Core		
CDE 90*	Intro to Elementary Education	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
BIO 20	Introduction to Biology	4
CHEM 3*	Fundamental Chemistry	4
PHYS 20	The Ideas and Events of Physics	4
GEOL 20	Introduction to Earth Science	4
MATH 14*	Mathematics for Elementary School Teachers	5
SP 1	Communication Fundamentals	3
Or		
SP 1H	Honors Communication Fundamentals	3

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Group C: Select one of the following courses (3 units)

ENG 142*	Children's Literature	3
ENG 17A*	Survey of English Literature—Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit—Romantic Movement to the Present	3
ENG 15A*	Survey of American Literature—1620-1860	3
ENG 15B*	Survey of American Literature 1860-Contemporary	3
PHIL 1*	Introduction to Philosophy	3
PHIL 15*	Introduction to Ethics	3
HUM 1*	Introduction to Humanities	3
HUM 21*	The Search for Meaning—Ideas of Self Across Cultures	3
ANTH 3*	Culture and Language	3
Total Units for the Major:		58

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

ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
ENG 25*	Introduction to Literature	3
GEOG 3	World Regional Geography	3
HIST 4	World History to 1500	3
HIST 16	History of the United States to 1876	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3

Group A: Select one

ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3

Group B: Select one

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation	3
Total Units for the Major:		51

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

SADDLEBACK COLLEGE
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Current
Family and Consumer Sciences
Certificate of Achievement

The Family and Consumer Sciences program is designed to develop ~~those~~ skills necessary for gainful employment in the field of Home Economics. Combined with courses such as business, journalism, television, or advertising, the Family and Consumer Sciences curriculum can also fulfill the vocational objectives of those who want to ~~use their background in business or communications. Those wishing to transfer to a four-year college and receive a Bachelor's degree in Family and Consumer Sciences/Home Economics should refer to the transfer program in the catalog and in the catalog of the intended college of transfer.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and analyze current research on a consumer science topic.
- Use the psychology of advertising and the marketplace and identify motivations and trends.
- Develop a personal and/or family budget.

Required Courses

Course ID	Title	Units
FASH 31	Textiles	3
or		
BUS 31	Textiles	3
FASH 110*	Contemporary Clothing Construction	3
FCS 115	Consumer Issues	3
FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
ID 110	Fundamentals of Interior Design	3
ID 121*	Space Planning	3
	Select from Restricted Electives	6
Total Units for the Certificate		27

Restricted Electives

FASH 112*	Fashion Sewing--Advanced	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FCS 142	Life Management	3
FN 64	Nutrition Issues	3
FN 120*	Contemporary Meals	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 171	Sanitation and Safety	2
FN 210	ServSafe in Food Production	1
ID 122	History of Interior Architecture and Furnishings	3
ID 125	History of Interior Architecture and Furnishings II	3

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

Revised
Family and Consumer Sciences
Certificate of Achievement

The Family and Consumer Sciences Certificate of Achievement program is designed to develop the skills necessary for gainful employment in the field of Home Economics and Human Sciences. These skills involve learning how to efficiently manage a household including safe and healthful food preparation, household and small business budgeting, as well as the basics in interior design, space planning and clothing construction and selection. Electives provide additional skills as selected in areas of fashion, sewing, weight management, and communication and relationship skills. Combined with courses such as business, journalism, television, or advertising, the Family and Consumer Sciences curriculum can also fulfill the vocational objectives of those who want to enhance their marketability in these other fields.

The FCS certificate allows students employment in a variety of venues including but not limited to independent living services, youth programs, community organizations, after-school programs, nonmedical senior care centers, programs for older adults, and self-improvement programs. Specific job titles include: community or social service specialist, customer service representative, social and human service assistant, public relations specialist, store manager, youth counselor, program coordinator, and marketing specialist.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and analyze current research on a consumer science topic.
- Use the psychology of advertising and the marketplace and identify motivations and trends.
- Develop a personal and/or family budget.

Required Courses

Course ID	Title	Units
FASH 31	Textiles	3
FASH 110*	Contemporary Clothing Construction	3
FCS 115	Consumer Issues	3
FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
ID 110	Fundamentals of Interior Design	3
ID 121*	Space Planning	3
	Select <u>one course</u> from Restricted Electives	3
Total Units for the Certificate		24

Restricted Electives

FASH 112*	Fashion Sewing--Advanced	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FCS 142	Life Management	3
FN 64	Nutrition Issues <u>and Controversies</u>	3
FN 120*	<u>Sustainable</u> Meals	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Family and Consumer Sciences
Associate in Science

The Family and Consumer Sciences program is designed to develop ~~those~~ skills necessary for ~~gainful~~ employment in the field of Home Economics. Combined with courses such as business, journalism, television, or advertising, the Family and Consumer Sciences curriculum can also fulfill the vocational objectives of those who want to ~~use their background in business or communications.~~ ~~Those wishing to transfer to a four-year college and receive a Bachelor's degree in Family and Consumer Sciences/Home Economics should refer to the transfer program in the catalog and in the catalog of the intended college of transfer.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and analyze current research on a consumer science topic.
- Use the psychology of advertising and the marketplace and identify motivations and trends.
- Develop a personal and/or family budget.

Required Courses

Course ID	Title	Units
FASH 31	Textiles	3
or		
BUS 31	Textiles	3
FASH 110*	Contemporary Clothing Construction	3
FCS 115	Consumer Issues	3
FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
ID 110	Fundamentals of Interior Design	3
ID 121*	Space Planning	3
	Select from Restricted Electives	6
Total Units for the Major		27

Restricted Electives

FASH 112*	Fashion Sewing--Advanced	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FCS 142	Life Management	3
FN 64	Nutrition Issues	3
FN 120*	Contemporary Meals	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 171	Sanitation and Safety	2
FN 210	ServSafe in Food Production	1
ID 122	History of Interior Architecture and Furnishings	3
ID 125	History of Interior Architecture and Furnishings II	3

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

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.

Suggested coursework not required for the major: FASH 120, FASH 130, FASH 140, FM 140, FN 142, FN 171

Revised
Family and Consumer Sciences
Associate of Science

The Family and Consumer Sciences ~~A.S.~~ program is designed to develop ~~the~~ skills necessary for employment in the field of Home Economics ~~and Human Sciences. These skills involve learning how to efficiently manage a household including safe and healthful food preparation, household and small business budgeting, as well as the basics in interior design, space planning and clothing construction and selection. Electives provide additional skills as selected in areas of fashion, sewing, weight management, and communication and relationship skills.~~ Combined with courses such as business, journalism, television, or advertising, the Family and Consumer Sciences curriculum can also fulfill the vocational objectives of those who want to ~~enhance their marketability in these other fields.~~

The FCS degree allows students employment in a variety of venues including but not limited to independent living services, youth programs, community organizations, after-school programs, nonmedical senior care centers, programs for older adults, and self-improvement programs. Specific job titles include community or social service specialist, customer service representative, social and human service assistant, public relations specialist, store manager, youth counselor, program coordinator, and marketing specialist. Additionally, this degree prepares students for transfer into Family and Consumer Sciences majors.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify and analyze current research on a consumer science topic.
- Use the psychology of advertising and the marketplace and identify motivations and trends.
- Develop a personal and/or family budget.

Required Courses

Course ID	Title	Units
FASH 31	Textiles	3
FASH 110*	Contemporary Clothing Construction	3
FCS 115	Consumer Issues	3
FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
ID 110	Fundamentals of Interior Design	3
ID 121*	Space Planning	3
	Select <u>one course</u> from Restricted Electives	<u>3</u>
Total Units for the Major		24

Restricted Electives

FASH 112*	Fashion Sewing--Advanced	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FCS 142	Life Management	3
FN 64	Nutrition Issues <u>and Controversies</u>	3
FN 120*	<u>Sustainable</u> Meals	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3

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

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
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ACADEMIC YEAR 2018-2019

**Current
Horticulture
Certificate of Achievement**

~~The Horticulture program is soundly based on horticultural science and technology and prepares students for careers related to production and care of plants, trees, and shrubs commonly used in landscape design, retail and wholesale nurseries, and park departments. The certificate offered within the Horticulture program is outlined below:~~

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Required Courses:

Course ID	Title	Units
HORT 10	Plant Materials- Herbaceous Plants	3
HORT 11	Plant Materials- Trees and Shrubs	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	4
	Select one course from each Group	4-6

Group I:

HORT 7	Introduction to Landscape Design	3
HORT 115	History of Landscape Design—Ancient Through 19th Century	3
HORT 145	Planting Design with Native Plants	3

Group II:

CWE 180†	Co-Op-Ed-Hort & Landscape	1
HORT 116	Irrigation Design Fundamentals	3
HORT 166	Ornamental Native Plants Identification	3
HORT 216*	Irrigation Plans and Details with CAD	3

Total Units for the Certificate 24-26

~~*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 Horticulture Certificate.

**Revised
Sustainable Horticulture
Certificate of Achievement**

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Certificate of Achievement program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Grow and maintain ornamental plant materials, based on principles of sustainable propagation.
- Identify local plant materials, especially, those well adapted to local conditions including herbaceous ground covers, trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

Required Courses:

Course ID	Title	Units
HORT 10	Plant Materials- <u>Ornamental</u>	3
HORT 11	Plant Materials- <u>Edibles</u>	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	3
	Select one course from each Group	3-6

Group 1:

HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2

Group 2:

HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 166	Native Plants in the Urban Landscape	2
HORT 238	Introduction to Horticulture Therapy	3
CWE 180†	Co-Op-Ed-Hort & Landscape	1

Total Units for the Certificate 22-25

†CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture program.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Horticulture
Associate in Science**

~~The Horticulture program is soundly based on horticultural science and technology and prepares students for careers related to production and care of plants, trees, and shrubs commonly used in landscape design, retail and wholesale nurseries, and park departments. The certificate offered within the Horticulture program is outlined below.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Required Courses:

Course ID	Title	Units
HORT 10	Plant Materials— Herbaceous Plants	3
HORT 11	Plant Materials— Trees and Shrubs	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	4
	Select one course from each Group	4-6

Group I:

HORT 7	Introduction to Landscape Design	3
HORT 115	History of Landscape Design	3

Group II:

CWE 180†	Cooperative Work Experience: Horticulture	1
HORT 116	Irrigation Systems	3
HORT 166	Ornamental Native Plants	3
HORT 216*	Advanced Irrigation Design	3

Total Units for the Major **24-26**

~~*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 ~~Horticulture Certificate.~~

Associate in Science Degree

~~Completion of the courses 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: BUS 1, BUS 120, BUS 137, CIM 1, HORT 208, 209, SPAN 1~~

**Revised
Sustainable Horticulture
Associate of Science**

Sustainability is a key component of the Horticulture Program. Sustainable horticulture is among several fields of study that are uniquely poised to capture opportunities presented by the expanding Green Industry and an increasing awareness of the need to preserve and protect limited resources. The Sustainable Horticulture Associate of Science degree program is based on horticultural science and technology, and prepares students for careers such as community, residential, and urban farm planning and design, organic grower, arborist, nursery management, nursery sales, nursery support, pest control adviser, and creation of gardens for human well-being and therapy. Careers also include opportunities related to the production and care of ornamental herbaceous plants, trees, shrubs, fruits, nuts, and vegetables commonly used in landscape design, urban farming, therapeutic gardens, and plant nurseries. Students, who may pursue being a certified arborist by the State of California, may also elect to take HORT 144 to prepare for the C27 Landscape Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Grow and maintain ornamental plant materials, based on principles of sustainable propagation.
- Identify local plant materials, especially, those well adapted to local conditions including herbaceous ground covers, trees, shrubs, and California natives.
- Identify plants contributing to local ecologies and habitats.

Required Courses:

Course ID	Title	Units
HORT 10	Plant Materials— <u>Ornamental</u>	3
HORT 11	Plant Materials— <u>Edibles</u>	3
HORT 20	Introduction to Horticultural Science	4
HORT 112	Plant Propagation	3
HORT 113	Soils and Fertilizers	3
HORT 120	Integrated Pest Management	<u>3</u>
	Select one course from each Group	<u>3-6</u>

Group 1:

HORT 110	Introduction to Urban Farming	3
HORT 111	Introduction to Permaculture	2
HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2

Group 2:

HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 166	Native Plants <u>in the Urban Landscape</u>	<u>2</u>
HORT 238	Introduction to Horticulture Therapy	3
CWE 180†	<u>Co-Op-Ed-Hort & Landscape</u>	<u>1</u>

Total Units for the Major **22-25**

†CWE 180 should be taken after completing at least 9 units of the Sustainable Horticulture 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
Associate in Arts in Journalism for Transfer
Degree

Upon completion of the Associate in Arts in Journalism for Transfer, students will have a strong foundation in reporting and producing news content, as well as an understanding of the media industry, First Amendment and professional standards. Students will also have the opportunity to gain practical experience producing multi-dimensional content for student news publications and emerging platforms.

Students who complete the Associate in Arts in Journalism for Transfer degree will 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.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work as photographers, video journalists, designers, etc. in editorial departments of news organizations, magazines, industrial in-house publications, emerging businesses in media and related industries.
- Demonstrate an understanding of the First Amendment, media history and current trends in the industry.
- Demonstrate an understanding of professional standards, ethics and media law.
- Demonstrate practical skills and understanding of convergence, multimedia, emerging technology and innovation in journalism and the media industry.

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
JRN 2*	News Writing	3
JRN 111*	News Media Production and Editing	4
Or		
JRN 112*	News Media Production, Blogging and Social Media	4
Or		
JRN 107*	News Media Production and Investigative Reporting	4
Group A: Select one of the following courses (3-4 Units)		
JRN 106*	Video Journalism	3
JRN 109*	News Media Production and Data Reporting	4
Group B: Select two of the following courses (6-10 Units)		
MATH 10*	Introduction to Statistics	3
ECON 4*	Principles (Micro)	3
Or		
ECON 2*	Principles (MACRO)	3
PS 1	American Government	3
PS 12	Comparative Politics and Government	3
ENG 1B*	Principles of Composition	3
SP 3*	Argumentation and Debate	3

Note: If selecting courses from the list below to fulfill Group B requirements the courses must come from two different CSU Breadth areas within A through D or IGETC areas 1A through 5C

Revised
Associate in Arts in Journalism for Transfer
Degree

Upon completion of the Associate in Arts in Journalism for Transfer degree, students will have a strong foundation in reporting and producing news content, as well as an understanding of the media industry, First Amendment, and professional standards. Students will also have the opportunity to gain practical experience producing multi-dimensional content for student news publications and emerging platforms. **Students who earn an associate degree this degree transfer as Journalism majors or into other related majors such as Communications, Broadcast and Electronic Communication Arts, Media Studies, Integrated Media, English, Advertising, Radio & Television, Broadcasting, and Visual Studies.**

Jobs earned with journalism writing and media skills range from reporting for newspapers and magazines to online contributors, book editing, broadcast for news stations, producing content for radio, copyediting, grant writing, graphic and page designing, photography, research analysts, social media manager, technical writing, web managing, and public relations, which is the most common career path for most journalism majors.

Students who complete the Associate in Arts in Journalism for Transfer degree will 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.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work as photographers, video journalists, designers, etc. in editorial departments of news organizations, magazines, industrial in-house publications, emerging businesses in media and related industries.
- Demonstrate an understanding of the First Amendment, media history and current trends in the industry.
- Demonstrate an understanding of professional standards, ethics and media law.
- Demonstrate practical skills and understanding of convergence, multimedia, emerging technology and innovation in journalism and the media industry

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.**

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

SP 1	Communication Fundamentals	3
ENG 1A*	Principles of Composition	4
MATH 2*	Pre-Calculus Mathematics	5
ENV 24	Natural History of California	4
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
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PHOT 25	History of Photography	3
CHI 1*	Elementary Chinese	5
FR 1*	Elementary French	5
SL 1*	American Sign Language I	4
SPAN 1*	Elementary Spanish	5
ANTH 2	Cultural Anthropology	3
ES 1	Multicultural Experiences in the United States	3
ES 2	Multicultural Identifies in the United States	3
ES 10	Margins and Border Crossings	3
WS 10	Introduction to Women's Studies	3
Total Units for the Major:		19-24

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

Course ID	Title	Units
Required Courses		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
JRN 107*	News Media Production and Investigative Reporting	4
Or		
JRN 111*	News Media Production and Editing	4
Or		
JRN 112*	News Media Production, Blogging and Social Media	4
Group A: Select one of the following courses		
JRN 106*	Video Journalism	3
JRN 109*	News Media Production and Data Reporting	4
Group B: Select two of the following courses		
MATH 10*	Introduction to Statistics	3
Or		
PSYC 44*	Statistics for the Behavioral Sciences	3
ECON 4*	Principles (Micro)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
Or		
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3
PS 12	Comparative Politics and Government	3
ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
Or		
ENG 70	Reasoning and College Reading	3
PHIL 12	Introduction to Logic	3
SP 3*	Argumentation and Debate	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	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
CHI 1*	Elementary Chinese	5
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
ES 1	Multicultural Experiences in the United States	3
ENV 24	Natural History of California	4
FR 1*	Elementary French	5
MATH 2*	Pre-Calculus Mathematics	5
MUS 27	History of Jazz	3
MUS 28	History of Rock	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

PHOT 25	History of Photography	3
SL 1*	American Sign Language I	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
SP 1	Communication Fundamentals	3
Or		
SP 1H	Honors Communication Fundamentals	3
WS 10	Introduction to Women's Studies	3
Or		
WS 10H	Honors intro to Women's Studies	3
Total Units for the Major:		19-24

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Landscape Design
Certificate of Achievement**

~~This program is designed to train students for careers in landscape design and maintenance with municipal and county parks departments, industrial and commercial firms, and residential construction companies.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques.
- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate ~~basic~~ landscape construction and maintenance skills.
- Use a variety of computer applications relevant to landscape design, construction, and ~~ornamental~~ horticulture.
- ~~Demonstrate the skills necessary for employment as a landscape designer, landscape construction and maintenance professionals, or related field.~~

Required Courses:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials- Herbaceous Plants	3
HORT 11	Plant Materials-Trees and Shrubs	3
HORT 106	Landscape CAD- AutoCAD Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials Fundamentals	1.5
Select one course from each Group		2.5-7

Total Units for the Certificate 21.5-26.5

Group I:

HORT 20	Introduction to Horticultural Science	4
HORT 113	Soils and Fertilizers	3
HORT 138	The Sustainable Landscape	3
HORT 140	Landscape Management and Construction	3
HORT 141*	Hardscape and Construction Details with CAD	2
HORT 145	Planting Design with Native Plants	3
HORT 166	Ornamental Native Plants Identification	3
CWE 180*†	Cooperative Work Experience: Horticulture and Landscape	1

Group II:

HORT 115	History of Landscape Design	3
HORT 201*	Professional Practices in Design Professions	3
HORT 216*	Irrigation Plans and Details with CAD	3
HORT 139	Contemporary Landscape Design Trends	3
HORT 142	Introduction to Design Technology	1
HORT 143*	Landscape CAD Management with Design Projects	3
HORT 144	Licensure for the Landscape Contractor	1.5

*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 ~~Landscape Design Certificate Program~~.

**Revised
Sustainable Landscape Design
Certificate of Achievement**

Students who complete the Sustainable Landscape Design certificate program will gain fundamental skills in landscape design elements, process and techniques, that are aesthetic, functional, and sustainable, and that contribute to the local ecology. Students will have opportunities to apply their understanding of sustainable horticultural aspects to the development and management of landscape design projects to promote green living environments. Graduates with these skills can gain entry-level employment in jobs such as landscape planning, design, construction, maintenance, and management of environmental systems and landscape design. Students may also elect to take HORT 144 to prepare for the C27 Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques, that are aesthetic, that are functional, and that contribute to the local ecology with sustainability.
- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate landscape construction and maintenance skills based on principles of sustainability.
- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Courses:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials- <u>Ornamental</u>	3
HORT 106	Landscape CAD- <u>Fundamentals</u>	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials Fundamentals	3
Select one course from each Group		2-6

Total Units for the Certificate 23-27

Group 1:

HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape- Native Garden Design	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Horticulture Therapy	3

Group 2:

HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

†CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design program.

Current Landscape Design Associate in Science

~~This program is designed to train students for careers in landscape design and maintenance with municipal and county parks departments, industrial and commercial firms, and residential construction companies.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques.
- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate **basic** landscape construction and maintenance skills.
- Use a variety of computer applications relevant to landscape design, construction, and **ornamental** horticulture.
- ~~Demonstrate the skills necessary for employment as a landscape designer, landscape construction and maintenance professionals, or related field.~~

Required Courses:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials— Herbaceous Plants	3
HORT 11	Plant Materials—Trees and Shrubs	3
HORT 106	Landscape CAD— AutoCAD Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials Fundamentals	1.5
	Select one course from each Group	2.5-7
Total Units for the Major		23.5-28

Group I:

CWE 180†	Cooperative Work Experience: Horticulture	1
HORT 20	Introduction to Horticulture	4
HORT 113	Soils and Fertilizers	3
HORT 166	Ornamental Native Plants Identification	3

Group II:

HORT 115	History of Landscape Design	3
HORT 201*	Professional Practices of Residential Landscape Design	3
HORT 216*	Advanced Irrigation Design	3

*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 ~~Landscape Design Certificate Program~~.

Associate in Science Degree

~~Completion of the above courses 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: BUS 1, BUS 120, BUS 137, HORT 113, HORT 115, SPAN 1*.

Revised Sustainable Landscape Design Associate of Science

Students who complete this program will gain fundamental skills in landscape design elements, process and techniques, that are aesthetic, functional, and sustainable, and that contribute to the local ecology. Students will have opportunities to apply their understanding of sustainable horticultural aspects to the development and management of landscape design projects to promote green living environments. Graduates with these skills can gain entry-level employment in jobs such as landscape planning, design, construction, maintenance, and management of environmental systems and landscape design. Students may also elect to take HORT 144 to prepare for the C27 Contractor Licensing Exam.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate fundamental skills in landscape design elements, process and techniques, that are aesthetic, that are functional, and that contribute to the local ecology with sustainability.
- Apply their understanding of sustainable horticultural aspects to the development of landscape design to promote green living environments.
- Demonstrate landscape construction and maintenance skills based on principles of sustainability.
- Use a variety of computer applications relevant to landscape design, construction, maintenance, and sustainable horticulture.

Required Courses:

Course ID	Title	Units
HORT 7	Introduction to Landscape Design	3
HORT 10	Plant Materials— Ornamental	3
HORT 106	Landscape CAD— Fundamentals	3
HORT 109	Introduction to Planting Design	3
HORT 115	History of Landscape Design	3
HORT 116	Irrigation Design Fundamentals	3
HORT 130	Hardscape and Construction Materials Fundamentals	3
	Select one course from each Group	2-6
Total Units for the Major		23-27

Group 1:

HORT 139	Contemporary Landscape Design Trends	3
HORT 140	Business Aspects in Horticulture and Landscape	3
HORT 142	Introduction to Design Technology	1
HORT 145A	Landscape- Native Garden Design	2
HORT 145B	Landscape Design-Edible Garden	2
HORT 145C	Landscape Design-Therapeutic Garden	2
HORT 238	Introduction to Horticulture Therapy	3

Group 2:

HORT 138	The Sustainable Landscape	3
HORT 144	Licensure for the Landscape Contractor	2
HORT 146	Landscape Design Portfolio Development	1
HORT 239	Feng Shui and Well Being	2
CWE 180†	Co-Op-Ed-Hort & Landscape	1

†CWE 180 should be taken after completing at least 9 units of the Sustainable Landscape Design 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
Travel and Tourism
Certificate of Achievement**

The Travel and Tourism program is designed to prepare students for careers in the travel agency industry. The program stresses the following: ticketing and reservations, major tourist areas and resorts, fares and routes, tour promotion, and planning. The program covers all aspects of travel including air, cruise ships, rail, and car.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Support their choice of cruise itineraries presented in a written form based on the standards of the industry, use a pre-determined criteria checklist and compare cruise features and benefits, both tangible and intangible, as well as price, value and individual preference.
- Build a Passenger Name Record (PNR) in the airline computer training strand of the program.
- Identify geographic locations.

Required Courses

Course ID	Title	Units
CWE 180	Cooperative Work Experience: Travel Agency	1
TOUR 250	Introduction to Travel & Tourism	3
TOUR 252	World Destinations and Resorts--Western Hemisphere	3
TOUR 253	World Destinations-Europe	3
TOUR 254	World Destinations-Pacific, Asia, Africa, Middle East	3
TOUR 255	Selling Dreams – The Travel Industry	3
TOUR 257	Tours and Cruises	3
TOUR 259*†	Airline Computer Training	2
TOUR 260*	Advanced Airline Computer Training	2

Total Units for the Certificate 23

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

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

**Revised
Travel and Tourism
Certificate of Achievement**

The Travel and Tourism **Certificate of Achievement** program is designed to prepare students for careers in the travel agency industry. The program stresses the following: ticketing and reservations, major tourist areas and resorts, fares and routes, tour promotion, and planning **including airline computing and cruise itineraries**. The program covers all aspects of travel including air, cruise ships, rail, and car. **Students completing this certificate will be prepared for occupations as: Travel Counselors, Meeting Planners, In-house Travel Consultants, Reservation Sales Agents, and Ticket Agents.**

Program Student Learning Outcomes

Students who complete this program will be able to:

- Support their choice of cruise itineraries presented in a written form based on the standards of the industry, use a predetermined criteria checklist and compare cruise features and benefits, both tangible and intangible, as well as price, value and individual preference.
- Build a Passenger Name Record (PNR) in the airline computer training strand of the program.
- Identify geographic locations.

Required Courses

Course ID	Title	Units
TOUR 250	Introduction to <u>the Exciting World of</u> Travel & Tourism	3
TOUR 252	World Destinations and Resorts--Western Hemisphere	3
TOUR 253	World Destinations-Europe	3
TOUR 254	World Destinations-Pacific, Asia, Africa, Middle East	3
TOUR 255	Selling Dreams – The Travel Industry	3
TOUR 257	Tours and Cruises	3
TOUR 259*	Airline Computer Training	2
TOUR 260*	Advanced Airline Computer Training	2
CWE 180*	<u>Co-Op-Ed Travel Management</u>	1

Total Units for the Certificate 23

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Travel and Tourism
Associate in Science**

The Travel and Tourism program is designed to prepare students for careers in the travel agency industry. The program stresses the following: ticketing and reservations, major tourist areas and resorts, fares and routes, tour promotion, and planning. The program covers all aspects of travel including air, cruise ships, rail, and car.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Support their choice of cruise itineraries presented in a written form based on the standards of the industry, use a pre-determined criteria checklist and compare cruise features and benefits, both tangible and intangible, as well as price, value and individual preference.
- Build a Passenger Name Record (PNR) in the airline computer training strand of the program.
- Identify geographic locations.

Required Courses

Course ID	Title	Units
CWE 180	Cooperative Work Experience: Travel Agency	1
TOUR 250	Introduction to Travel & Tourism	3
TOUR 252	World Destinations and Resorts--Western Hemisphere	3
TOUR 253	World Destinations-Europe	3
TOUR 254	World Destinations-Pacific, Asia, Africa, Middle East	3
TOUR 255	Selling Dreams – The Travel Industry	3
TOUR 257	Tours and Cruises	3
TOUR 259*†	Airline Computer Training	2
TOUR 260*	Advanced Airline Computer Training	2

Total Units for the Major 23

*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 ~~qualifies the student~~ for the Associate in Science degree. A minimum of 12 units must be completed at Saddleback College.

General Education Requirements for Associate Degrees

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

~~Suggested coursework not required for the major: BUS 1, BUS 102, BUS 125, BUS 135, BUS 137, BUS 138; CIM 121A, CIM 121B.~~

**Revised
Travel and Tourism
Associate of Science**

The Travel and Tourism Associate of Science degree program is designed to prepare students for careers in the travel agency industry. The program stresses the following: ticketing and reservations, major tourist areas and resorts, fares and routes, tour promotion, and planning including airline computing and cruise itineraries. The program covers all aspects of travel including air, cruise ships, rail, and car. Students completing this degree will be prepared for occupations as: Travel Counselors, Meeting Planners, In-house Travel Consultants, Reservation Sales Agents, and Ticket Agents.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Support their choice of cruise itineraries presented in a written form based on the standards of the industry, use a predetermined criteria checklist and compare cruise features and benefits, both tangible and intangible, as well as price, value and individual preference.
- Build a Passenger Name Record (PNR) in the airline computer training strand of the program.
- Identify geographic locations.

Required Courses

Course ID	Title	Units
TOUR 250	Introduction to <u>the Exciting World of</u> Travel & Tourism	3
TOUR 252	World Destinations and Resorts--Western Hemisphere	3
TOUR 253	World Destinations-Europe	3
TOUR 254	World Destinations-Pacific, Asia, Africa, Middle East	3
TOUR 255	Selling Dreams – The Travel Industry	3
TOUR 257	Tours and Cruises	3
TOUR 259*	Airline Computer Training	2
TOUR 260*	Advanced Airline Computer Training	2
CWE 180*	<u>Co-Op-Ed Travel Management</u>	1

Total Units for the Major 23

*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.

Current

Phlebotomist/Laboratory Assistant Occupational Skills Award

This curriculum prepares the student for employment as a Phlebotomist/Laboratory Assistant in a hospital, laboratory, or clinic. The training is designed to prepare students to collect specimens, do venipunctures, and clean and maintain medical laboratory equipment. Enrollment in CWE 180* (two units) will provide the necessary 120 hours of clinical experience required to complete this program. Successful completion of PHLB 240* and CWE 180* will lead to certification as a Phlebotomist/Laboratory Assistant.

Required Courses

Course ID	Title	Units
PHLB 240	Phlebotomy	4
CWE 180	CO-OP-ED Phlebotomist	2
Total Units for the Award:		6

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

Deleted

Phlebotomist/Laboratory Assistant Occupational Skills Award

~~This curriculum prepares the student for employment as a Phlebotomist/Laboratory Assistant in a hospital, laboratory, or clinic. The training is designed to prepare students to collect specimens, do venipunctures, and clean and maintain medical laboratory equipment. Enrollment in CWE 180* (two units) will provide the necessary 120 hours of clinical experience required to complete this program. Successful completion of PHLB 240* and CWE 180* will lead to certification as a Phlebotomist/Laboratory Assistant.~~

Required Courses

Course ID	Title	Units
PHLB 240	Phlebotomy	4
CWE 180	CO-OP-ED Phlebotomist	2
Total Units for the Award:		6

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
7/5/18 6:00pm	VIL 4-04	Lisa Elston	FASH 225 Apparel Cart – Fashion Retailing Online	Genelle Johnson	Operating a Shopify Company

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
6/27/18 1:30pm	BSTIC 103	John Russo	Summer Entrepreneurship Workshop	David Ochi	Funding
6/27/18 4:30pm	BSTIC 103	John Russo	Summer Entrepreneurship Workshop	Ian Gibson	IP Protection
6/27/18 12:30pm	BSTIC 103	John Russo	Entrepreneurship Workshop	Tristen Tucker	Presentation Skills
7/9/18 1pm	LA102	Gregory Koppel	American Sign Language 21	Steven Longacre	Deaf Culture – Sign Communication Spectrum
7/10/18 6pm	LA100	Gregory Koppel	American Sign Language 21	Steve Longacre	Deaf Culture – Sign Communication Spectrum
7/25/18 11:45am	B259	Melanie Titterud	COUN 10 Study Skills	Robin Turner	Career Discussion Q&A with Students
7/31/18 11:45am	B259	Melanie Titterud	COUN 10 Study Skills	Shannon Workman	Money Management
8/1/18 9:00am 10:00am	BSTIC 117 LSB 104	Mark Franco	COUN 10 Study Skills	Shannon Workman	Budget 101

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Horizontal Drilling for A-400 Building Recycled Water Project, Notice of Completion, Amtek Construction

ACTION: Approval

BACKGROUND

On April 30, 2018, the Board of Trustees approved an agreement with Amtek Construction for the Irvine Valley College Horizontal Drilling for A-400 Building Recycled Water project, in the amount of \$85,333.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Horizontal Drilling for A-400 Building Recycled Water project.

Funds are available through the Irvine Valley College restricted general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Horizontal Drilling for A-400 Building Recycled Water project, to Amtek Construction for a final contract amount of \$85,333. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: HORIZONTAL DRILLING FOR A-400 BUILDING RECYCLED WATER PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 2nd day of May, 2018, which contract was made with Amtek Construction, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 30th day of July, 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is THE OHIO CASUALTY INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Ann-Marie Gabel
Vice Chancellor, Business Services

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Ann-Marie Gabel
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Professional Services Agreement for Interpreting Services, Amendment No. 3, Goodwill of Orange County.

ACTION: Approval

BACKGROUND

The California Community College Chancellor's Office has identified DSPS programs to provide services to student with disabilities. In accordance to federal and state nondiscrimination laws Section 504 and Section 508 of the Federal Rehabilitation Act, it is the responsibility of the college/district to provide its students reasonable accommodations.

In July 2017, SOCCCD, on behalf of Irvine Valley College (IVC), entered into a professional service agreement with Goodwill Industries to provide interpreting services for hearing impaired students. The initial contract was for \$5,000 (EXHIBIT D), a first (EXHIBIT C) and second amendment (EXHIBIT B) were executed to increase the agreement amount by \$15,000 and \$70,000 respectively for a total contract value of \$90,000. This increase was to cover for additional services from August 2017 due to a leave of absence from the head interpreter.

The head interpreter resigned in May 2018 and as a result the need to use additional services increased, while simultaneously the number of interpreting requests by students also increased.

STATUS

Board approval of the third amendment is required to increase the contract amount by \$25,000 for a new not to exceed amount of \$115,000 to cover the cost of interpreting services rendered (EXHIBIT A).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 3 with Goodwill Industries of Orange County for providing interpreting services for hearing impaired students of Irvine Valley College for \$115,000 effective August 1, 2017 to June 30, 2018.

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



**AMENDMENT NO. 03
TO THE INTERPRETING SERVICES AGREEMENT
IRVINE VALLEY COLLEGE**

This Amendment shall modify the original agreement dated August 1, 2017, by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Goodwill Industries of Orange County, CA dba DEAFinitely Interpreting Services ("Goodwill Industries of Orange County, CA"), at 410 North Fairview Santa Ana, CA 92703. District and Goodwill Industries of Orange County, CA are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, Amendment 2 states the not to exceed amount of \$90,000.00;

WHEREAS, the demand for interpreting services has increased and both Parties wish to continue the relationship; and
NOW, THEREFORE, the Parties agree as follows:

Article 3.A. to increase by \$25,000.00 to a not to exceed amount of \$115,000.00; and

Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Parties, the day and year signed below.

Goodwill Industries of Orange County, CA

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:


Signature of Authorized Representative

BY:

Signature of Authorized Representative

Print Name: Corrine Allen

Print Name: Priya Jerome

Print Title: COO

Print Title: Executive Director, Business Services

Date:

6/21/18

Date:

Email & Phone:

~~Corrine@ocgoodwill.org~~ KT

Email & Phone:

PJerome@socccd.edu, 959 582-4405

~~(714) 547-6308 ext 306~~ KT

deaf@ocgoodwill.org

(714) 547-6308 x357



**AMENDMENT NO. 02
TO THE INTERPRETING SERVICES AGREEMENT
AT IRVINE VALLEY COLLEGE**

2/26/2018

This Amendment shall modify the original agreement dated August 1, 2017, by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Goodwill Industries of Orange County, CA dba DEAFinitely Interpreting Services ("Goodwill Industries of Orange County, CA"), at 410 North Fairview Santa Ana, CA 92703. District and Goodwill Industries of Orange County, CA are also referred to collectively as the "Parties" and individually as "Party."

RECITALS

WHEREAS, Amendment 1 states the not to exceed amount of \$20,000.00;

WHEREAS, the demand for interpreting services has increased and both Parties wish to continue the relationship; and

NOW, THEREFORE, the Parties agree as follows:

Article 3.A. to increase by \$70,000.00 to a not to exceed amount of \$90,000.00; and

Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of Agreement shall remain in full force and effect.

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

Goodwill Industries of Orange County, CA

BY:

Signature of Authorized Representative

Print Name: Frank Talarico, JR

Print Title: President & CEO

Date: 2/27/18

Email & Phone: deaf@ocgoodwill.org
(714) 547-6308 x357

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Signature of Authorized Representative

Print Name: Ann-Marie Gable

Print Title: Vice Chancellor, Business Services (949)582-4850

Date: 3/12/18

Email & Phone: agabel@socccd.edu/ (949)582-4850

**AMENDMENT No. 1
TO THE GOODWILL INDUSTRIES OF ORANGE COUNTY SERVICES
AGREEMENT
AT IRVINE VALLEY COLLEGE**

October 3, 2017

THIS AMENDMENT shall modify the original agreement dated August 1, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and *GOODWILL INDUSTRIES OF ORANGE COUNTY, CA located at 410 North Fair view Santa Ana CA 92703. Phone number: (714) 547-6308* hereinafter referred to as "VENDOR."


WHEREAS, 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.

NOW, THEREFORE, the parties agree as follows:

- 1. THE TOTAL CONTRACT AMOUNT:**
Increase the Goodwill contract amount from \$5000.00 to not to Exceed \$20000.00 to provide additional time interpreting services specified in the original contract.

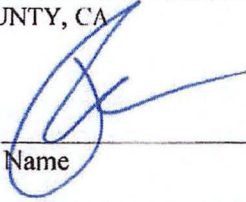
IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

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

Date: 11/3/17

"VENDOR"
GOODWILL INDUSTRIES OF ORANGE
COUNTY, CA

By: 
Name
Title: President & CEO

Date: 10/12/17



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT**

Office of Vice Chancellor,
Business Services
**FULLY EXECUTED
AGREEMENT**

Interpreting services for hearing impaired

Goodwill Industries of Orange County, CA dba DEAFinitely Interpreting Services

August 1, 2017

This Independent Contractor / Professional Services Agreement ("Agreement") is between South Orange County Community College District on behalf of Saddleback College ("District"), a California community college district and political subdivision of the State of California, and Goodwill Industries of Orange County, CA dba DEAFinitely Interpreting Services ("Contractor"), a Corporation. 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"):

Interpreting services for hearing impaired, Irvine Valley College students. See Attachment A(Scope of Work/Rate schedule

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 **July 1, 2017**, and shall continue in full force and effect thereafter until and including **June 30, 2018** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

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 **Five Thousand Dollars (\$5000.00)** ("Contract Amount").

- 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. Subcontractors. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any subcontractor. Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

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

(Click to select): ☐ CalSTRS ☐ CalPERS Retired: N/A N/A

9. 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.

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

11. 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.

12. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30)

days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

14. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (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; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000); and (vi) Cyber Liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence and an annual aggregate of One Million Dollars (\$1,000,000) covering claims involving privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, extortion and network security, and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach.

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

15. 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 13 above.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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
Dr. Debra L. Fitzsimons - Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4664
dfitzsimons@socccd.edu

Contractor: Goodwill Industries of Orange County, CA
Kathy Copeland
410 NORTH FAIRVIEW
SANTA ANA, CA 92703
(714) 547-6308 / (714) 480-7832
DebbieB@ocgoodwill.org

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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

35. 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.

36. 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.

CONTRACTOR

BY: 

Signature of Authorized Representative

Print Name: Kathy Copeland / Debbie Barber

Print Title: Vice President

Date: 8/18/17

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: 

Signature of Authorized Representative

Print Name: Dr. Debra L. Fitzsimons

Print Title: Vice Chancellor, Business Services

Date: September 5, 2017

District's Board of Trustees

Approval/Ratification Date: N/A

District Initiating Department:

Irvine Valley College / DSPS

District Contact Name:

Nasser Khandan

District Contact Phone & Email:

(949) 451-5778 / nkhandan@ivc.edu

Attachment A

Scope of Work/Rate schedule

Compensation:

For the services provided by GIOC under this Agreement, the Customer will pay to GIOC compensation in the following manner:

- a) The Customer shall pay to GIOC the total amount of \$67.00/per hour with a two-hour minimum per interpreter for services between the hours of 8:00 am thru 5:00 pm.
- b) The Customer shall pay the total amount of \$72.00/per hour with a two-hour minimum per interpreter for service provided between the hours of 5:01 pm to 7:59 am with a two-hour minimum. A fee of \$10.00 per hour for every request received with less than 24-hour notice.
- c) Any assignment over the two-hour minimum will be billed in half hour increments.

Cancellation of Services:

- a) The Customer will strive to request interpreters from GIOC with seventy-two (72) hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked.
- b) All cancellations made by Customer must be called in to by GIOC with twenty-four (24) hours or more notice. Customer will assume responsibility for payment should this cancellation be requested without proper notice.
- c) Customer will assume payment responsibility should a Consumer fail to attend the requested event in which an interpreter was requested. Customer will not be held responsible to pay for services where an interpreter working for the GIOC fails to "show up" for an assignment.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Student Out of State Travel

ACTION: Approval

BACKGROUND

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

STATUS

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

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

RECOMMENDATION

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

Out of State Student Travel
July 30, 2018
Board of Trustees Meeting

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College
Model United Nations (MUN) Political Science Club To attend and participate in the National MUN 2018 Washington, D.C. Conference Crystal Gateway Marriott Hotel 1590 S. Eads St. Arlington, VA 22202	November 7- 11, 2018	16	2	\$32,195	ASIVC \$14,060 IVC MUN Foundation \$2,407 Individual Student Contributions \$15,728	IVC

Student Course Travel (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student	Enrollment Capacity	College

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Authorization to Voluntarily Dissolve the Facilities Corporation 2011]

ACTION: Approval

BACKGROUND

Special nonprofit facilities corporations assist the District in processing certain finance related transactions to support facilities construction projects for the District. In 2011, the Board of Trustees approved and organized the Facilities Corporation 2011 of the South Orange County Community College District ("Facilities Corporation 2011") which was set up with the intent to support the New Markets Tax Credit funding for ATEP Building One and other potential future facilities related financial transactions.

STATUS

While the Facilities Corporation 2011 was established to accommodate the New Markets Tax Credits financial transaction and other facilities related financial transactions for the District, this never occurred. The Facilities Corporation 2011 has not had any financial transactions or any other activity passing through it since its inception in 2011, and the District does not foresee the need to utilize the Facilities Corporation 2011 in the future as the District was unable to take advantage of the New Market Tax Credits program prior to becoming ineligible per the revised census tract map for Tustin, California.

The Board of Directors of the Facilities Corporation 2011 voted to dissolve this nonprofit corporation at its June 25, 2018 meeting due to the fact that it is no longer eligible for the New Market Tax Credits program and has never had any assets that need to be transferred or spent and no activity since its inception.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the Chancellor to proceed with the actions necessary to dissolve the nonprofit corporation known as the Facilities Corporation 2011 of the South Orange County Community College District.

TO: Board of Trustees
FROM: Kathleen F. Burke, 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 Leadership Congress New York Marriott Marquis New York, New York	10/24-10/27/18	\$4,318.00	None	
CCLC Annual Convention Westin Mission Hills Rancho Mirage, CA	11/15-11/17/18	\$1,590.00	None	

* The figure in parentheses is the estimated number of nights lodging

** The amount listed includes estimated airfare, lodging, meals, and other expenditures



SCHEDULE AT A GLANCE New York Marriott Marquis

Wednesday, October 24th	
7:30 a.m. – 5 p.m.	Registration
	Voting Delegate Desk
8:30 a.m. – 11a.m.	ACCT Board of Directors Meeting
10:30 a.m. – 4 p.m.	Pre-Congress Academy: The Chair's Academy — The Leadership Team of the Board; Lunch Provided (<i>Special Registration Required</i>)
11 a.m. – 4 p.m.	Pre-Congress Academy: Effective Board Governance — Policy Governance™ and Beyond; Lunch Provided (<i>Special Registration Required</i>)
11 a.m. – 4 p.m.	Pre-Congress Academy: The Presidential Search Process & the CEO Contract; Lunch Provided (<i>Special Registration Required</i>)
11 a.m. – 4 p.m.	Pre-Congress Academy: Policy Guidelines for Fiscal Health and Management; Lunch Provided (<i>Special Registration Required</i>)
11 a.m. – 4 p.m.	Pre-Congress Academy: Legal Academy — The Role of the Community College Legal Representative and Emerging Trends in Higher Education Law; Lunch Provided (<i>Special Registration Required</i>)
11 a.m. – 4 p.m.	Pre-Congress Academy: The Trustees Role in Advocacy (<i>Special Registration Required</i>)
1 p.m. – 2:30 p.m.	Special Regional Session for All Members
3 p.m. – 4 p.m.	SPECIAL SESSION: Welcome to New Trustees and First-Time Attendees
3 p.m. – 4 p.m.	SPECIAL SESSION: Welcome and Information for Guests and Spouses
3 p.m. – 4 p.m.	Meeting: ACCT Corporate Council Roundtable
3 p.m. – 4:30 p.m.	ACCT Regional and Network Meeting: ACCT State, Province, and Territory Coordinators
3:30 p.m. – 4:45 p.m.	ACCT Marketplace
5 p.m. – 6:30 p.m.	OPENING GENERAL SESSION
Thursday, October 25th	
7 a.m. – 5 p.m.	Registration
	Voting Delegate Desk
8 a.m. – 9 a.m.	Concurrent Sessions
9:15 a.m. – 10:15 a.m.	Concurrent Sessions
9:15 a.m. – 11:15 a.m.	Community College Lawyers Roundtable

10:30 a.m. – 11:30 a.m.	Concurrent Sessions
12 p.m. – 1:45 p.m.	MEMBERSHIP CELEBRATION LUNCHEON COLLEGE PRIDE DAY
2: p.m. – 3 p.m.	Concurrent Sessions
2 p.m. – 3:30 p.m.	ACCT Regional Caucuses and Meetings
2 p.m. – 5 p.m.	Work Session for Professional Board Staff Members
3:15 p.m. – 4:15 p.m.	Concurrent Sessions
3:30 p.m. – 4:45 p.m.	Association of Latino Community College Trustees Meeting
4:15 p.m. – 5:30 p.m.	Asian, Pacific Islander, and Native American Trustees Meeting
5:30 p.m. – 7 p.m.	WELCOME RECEPTION & ENTERTAINMENT
Friday, October 26th	
8 a.m. – 4 p.m.	Registration
8 a.m. – 9 a.m.	Concurrent Sessions
8:30 a.m. – 10:30 a.m.	Voting Delegate Desk
8:30 a.m. – 10:30 a.m.	ACCT Senate Meeting
9:15 a.m. – 10:15 a.m.	Concurrent Sessions
9:45 a.m. – 11 a.m.	Professional Board Staff Network Business Meeting
10:30 a.m. – 11:30 a.m.	Concurrent Sessions
10:30 a.m. – 11:45 a.m.	African American Trustees Meeting
12 p.m. – 2 p.m.	REGIONAL AWARDS LUNCHEON
2:15 p.m. – 3:15 p.m.	Concurrent Sessions
2:15 p.m. – 3:30 p.m.	ROUNDTABLE DISCUSSIONS
3 p.m. – 4:15 p.m.	ACCT Board of Directors Meeting
3:30 p.m. – 4:30 p.m.	Concurrent Sessions
7 p.m. – 10 p.m.	ANNUAL AWARDS GALA CELEBRATION, DINNER, AND DANCING
Saturday, October 27th	
8 a.m. – 9 a.m.	Concurrent Sessions
9:15 a.m. – 10:15 a.m.	Concurrent Sessions
9:15 a.m. – 10:15 a.m.	Briefing: ACCT Regional Nominating Committees
9:15 a.m. – 10:15 a.m.	SPECIAL SESSION: ACCT Regional and Association Awards Program
10:30 a.m. – 12 p.m.	CLOSING GENERAL SESSION BRUNCH

Thu, Nov 15, 2018 to Sat, Nov 17, 2018
The Westin Mission Hills Golf Resort & Spa
Schedule-At-A-Glance

Schedule-At-A-Glance

(Schedule and Topics are Subject to Change)

Wednesday, November 14

As Scheduled

Organization Business Meetings

11:30 a.m. – 5:00 p.m. Policy and Procedure Workshop
2:00 p.m. – 4:30 p.m. Leadership Roundtables

Thursday, November 15

7:30 a.m. – 9:00 a.m. Joint CCCT/CEO Board Executive Committee Meeting
8:00 a.m. – 6:00 p.m. Convention Registration
8:00 a.m. – 4:00 p.m. Organization Business Meetings, as scheduled
8:30 a.m. – 10:15 a.m. Pre-Convention Concurrent Sessions
9:00 a.m. – 1:30 p.m. Joint CCCT/CEO Board Meeting
9:00 a.m. – 1:30 p.m. Consultation Council
9:00 a.m. – 1:00 p.m. CEO Workshop (invitation only)
10:30 a.m. – 12:00 p.m. Pre-Convention Concurrent Sessions
1:00 p.m. – 2:30 p.m. Pre-Convention Concurrent Sessions
1:15 p.m. – 4:15 p.m. Statewide CEOCCC Meeting (CEOs Only)
1:30 p.m. – 3:30 p.m. Officers Nominating Committee
2:45 p.m. – 4:15 p.m. Educational Showcase Sneak-Peek & Coffee
2:45 p.m. – 4:15 p.m. Pre-Convention Concurrent Sessions
4:30 p.m. – 5:30 p.m. Opening General Session: **Eloy Ortiz Oakley, Chancellor, California Community Colleges**
5:30 p.m. – 7:00 p.m. Educational Showcase Opening Reception
7:00 p.m. – 9:00 p.m. Board of Governors Reception

Friday, November 16

7:00 a.m. – 6:30 p.m.	Convention Registration
7:30 a.m. – 8:30 a.m.	Educational Showcase & Light breakfast
8:30 a.m. – 9:30 a.m.	General Session
9:30 a.m. – 9:45 a.m.	Educational Showcase Coffee Break
9:45 a.m. – 10:45 a.m.	Concurrent Sessions
10:45 a.m. – 11:00 a.m.	Educational Showcase Coffee Break
11:00 a.m. – 12:00 p.m.	Concurrent Sessions
12:00 p.m. – 12:30p.m.	Educational Showcase Closing/Prize Drawings
12:30 p.m. – 2:15 p.m.	General Session and Lunch: <i>Dr. Karen A. Stout, President and CEO, Achieving the Dream, Inc.</i>
2:30 p.m. – 3:45 p.m.	Concurrent Sessions
3:45 p.m. – 4:00 p.m.	Coffee Break
4:00 p.m. – 5:15 p.m.	Concurrent Sessions
5:30 p.m. – 7:00 p.m.	Gala Reception

Saturday, November 17

7:30 a.m. – 9:00 a.m.	Convention Registration
8:00 a.m. – 10:00 a.m.	Closing General Session and Breakfast
10:15 a.m. – 11:15 a.m.	League Board Meeting

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Building Envelope Consultant Services Pool

ACTION: Approval

BACKGROUND

The district employs Building Envelope Consulting (BEC) firms at various times for capital improvement projects, to ensure the building envelope (i.e. exterior walls, glass walls, and roofing systems) are designed, installed, and tested to meet district program requirements. The district selects professional services on demonstrated competence and professional qualifications necessary for satisfactory performance.

Public Contract Code section 6106 and Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the public agencies. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On May 3, 2018 and May 10, 2018, SOCCCD ran a newspaper advertisement for consideration of a Building Envelope Consultant Services Pool. Additional marketing efforts included posting the "Requests for Qualifications" (RFQ) on the district's website and providing notice to firms that previously expressed interest in this work.

On June 8, 2018, eight proposals were received and members of the district and both college facilities departments evaluated the submittals and the top six firms are recommended for the Building Envelope Consultant Services Pool (EXHIBIT A).

When the district contemplates drawing services from the pool, the competitive process will continue with a "Requests for Proposal" (RFP). There is no obligation to draw services from the pool and a separate RFP selection process will be undertaken for services outside the pool if it is considered in the best interest of the district.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the six firms listed (EXHIBIT A) for a pool from which to draw Building Envelope Consultant services for no greater than a five year period, from July 30, 2018 to July 29, 2023.

**Request for Qualifications No. 361D
Building Envelope Consultant Services
5 Year Pool**

South Orange County Community College District

July 30, 2018

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING
*Walter P. Moore and Associates, Inc.	Los Angeles	Pawan Gupta	278.4
*3QC	Pasadena, CA	Jim Ogden	258.6
*DVV Associates, Inc.	Westlake, CA	David Van Volkinburg	245.2
*SSCT, Inc.	Newport Beach, CA	Neal W. Clements	233.8
*Wiss, Janney, Elstner Associates, Inc.	Pasadena, CA	Jeffrey A. Caldwell	233
*Allana Buick & Bers, Inc.	Irvine, CA	Jonathan Bell	226
Walker Consultants	Irvine, CA	Annie Lo	202.2
Whitmore Architects	San Diego, CA	Douglas A. Whitmore	201.6

*Recommended Firms

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Auction No. 61 - Surplus Property

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the sale of surplus property, Auction No. 61, and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and to dispose of items not sold at the auction.

Item	Category	Quantity
Aiwa HV PAL Converter	A/V	1
Aiwa Steel Sound	A/V	1
Anchor Speaker	A/V	9
APEX Digital TV Converter	A/V	1
ATEN Video Splitter	A/V	1
Audio Management System	A/V	1
Califone CD/Cassette Player	A/V	2
Califone Headphones	A/V	4
Canon Camcorder	A/V	1
Commandstar Radio Console	A/V	1
Creston Media System/Pro Control Processo	A/V	3
DBX Mic Preamp	A/V	1
Drive rack	A/V	1
Dual Speaker System	A/V	2
Eiki CD/Cassette Player 7070A	A/V	3
Ektron Emotia Plus Scaler	A/V	7
E-MU 1820 Recording Device	A/V	1
Fender Speaker Pro 500	A/V	2
G-Drive	A/V	1
HDX-SDI Video Interface	A/V	1
i-Clicker Response System	A/V	28
JVC VCR	A/V	4
Mackie Mic	A/V	1
Magnavox Amplifier Audio System	A/V	4
Magnavox DVD player	A/V	1
Marantz Audio Recorder	A/V	1
Moseley DPS Encoder	A/V	1
Nacy Wireless Receiver	A/V	1
Nexia-CS Blamp systems	A/V	1
Panasonic Voice Recorder	A/V	1
Peavey Amplifier	A/V	1
Podium Mic Stand	A/V	1
Portable Cart	A/V	4
Realistic Speaker System	A/V	3
Reflex Disc Maker	A/V	1
Revolabs A/V Switch	A/V	4
Samsung VHS/DVD player	A/V	5
Sennheiser Wireless Binaural Headset	A/V	2
Sony Cassette Deck	A/V	1
Sony DVD/CD	A/V	2
Tascam (Audio equipment)	A/V	1
TEAC Receiver	A/V	1
TeleSensory Magnifier	A/V	1
Televisions	A/V	44
TOA Speaker Amplifier	A/V	1
Toshiba VHS/DVD player	A/V	1

Item	Category	Quantity
V-Gis TV Monitoring System	A/V	6
VHS Tapes	A/V	1
Yage Antenna	A/V	1
Yamaha Graphic Equalizer	A/V	1
Yamaha Wireless Mic Receiver	A/V	1
AAF Filter Pleat Merv8	Accessories	1
Accessories-Misc. (individual items)	Accessories	90
Accessories-Misc. (Lot/Box)	Accessories	77
Airlink Switch	Accessories	9
Anatel Switch-Catalyst	Accessories	1
Apple Power Supply	Accessories	1
ATT U-Verse Installation Kit	Accessories	1
Bates Stapler	Accessories	3
Belkin Surge Protector	Accessories	2
Belkin Wireless Network Access Point	Accessories	13
Black Box Switch	Accessories	7
Bookend/Tray	Accessories	1
Canon Toner	Accessories	1
Card Reader	Accessories	1
CardScan Personal Scanner	Accessories	1
Cisco Adaptive Security Appliance	Accessories	2
Cisco Mast Mount Antenna	Accessories	1
Cisco Phones	Accessories	161
Creative Live!Motion Webcam	Accessories	4
Dayton Fan	Accessories	1
Dell CD Containers	Accessories	7
Dell Computer Bag	Accessories	1
Dell Floppy Drive Module	Accessories	2
Dell Speaker	Accessories	23
Dell Vertical Stand	Accessories	9
D-Link Switch	Accessories	2
Dymo Label Writer	Accessories	4
Ether Hub	Accessories	1
HP AC/DC Adapter	Accessories	1
HP Computer Stands	Accessories	2
HP DVD/CD Writer	Accessories	1
HumanScale Keyboard Mount	Accessories	25
Hunt Color Dome Camera	Accessories	1
I/O Gear USB 3.0 Hub	Accessories	5
JBL Speaker Case	Accessories	2
Linksys Wireless B Notebook Adapter	Accessories	10
Marpac Sound Conditioner-2 Speed	Accessories	1
McAfee Security Appliance	Accessories	1
Meridian Phone	Accessories	1
Misc. Binders	Accessories	48
Misc. Manuals/Books	Accessories	48

Item	Category	Quantity
MPC Computer Speakers	Accessories	1
Multimedia Speaker	Accessories	6
Netgear Switch	Accessories	5
Netgear Wireless USB Adapter	Accessories	9
Pioneer Speakers	Accessories	1
Plantronics Adapter	Accessories	1
Power Supply	Accessories	2
Powers Speaker System	Accessories	2
Projection Screen	Accessories	6
Pure-Flo Pleat FM Filter Kit	Accessories	24
Qualifier Plus 111FXDT	Accessories	1
Radio Charging Station	Accessories	3
Sharp Computer Projection Panel	Accessories	1
Sony DVD/VCR	Accessories	3
Sony MicroCassette Transcriber	Accessories	1
Toner Cartridges	Accessories	5
Tripp Lite Universal Power Source	Accessories	1
Uninterrupted Power Source	Accessories	25
Vertex Walkie-Talkie	Accessories	1
Victor Calculator	Accessories	1
VLV HUMD Drain Fill Kit	Accessories	16
VXA Packet Tape Cartridge	Accessories	1
Wooden Mailbox	Accessories	1
Dryer	Appliance	1
Mini Refrigerator	Appliance	3
Refrigerator	Appliance	2
Washing Machine	Appliance	1
Acer Tablet	Computer	3
Acer Thin Client Desktop	Computer	1
AMD Sempron Desktop	Computer	1
Apple iMac Desktop	Computer	230
Apple iPad	Computer	1
Apple MacBook Laptop	Computer	6
Asus Notebook Laptop	Computer	2
Dell Desktop	Computer	534
Dell Laptop	Computer	55
HP Desktop	Computer	100
HP Laptop	Computer	10
Micron Client Pro Desktop	Computer	5
Micron Laptop	Computer	3
Scott Studio	Computer	1
Sony Laptop	Computer	1
Sony Vaio Desktop	Computer	1
Ubi Duo Desktop	Computer	1
Canon Copier	Copier	4
Ricoh Copier	Copier	2

Item	Category	Quantity
Xerox Copier	Copier	5
Netwave Audio Tables	Furniture	2
Podium	Furniture	1
Addlogix Wireless Router	Hardware	1
Altinex Switch	Hardware	1
Anchor Speaker Stand	Hardware	1
APC Back Up Units	Hardware	8
APC Environmental Monitoring Unit	Hardware	1
Beamlok Spectra Physics Laser	Hardware	1
Bravo II Disc Publisher	Hardware	1
Brother Fax Machice	Hardware	1
Brother Typewriter	Hardware	1
Buffalo Terastation	Hardware	1
Call Boxes	Hardware	8
Catalyst Switch	Hardware	1
CD Drives (box)	Hardware	1
Cisco Router	Hardware	37
Cisco Switch	Hardware	20
Comptrol EE10 HWO	Hardware	3
Crestron Video Controller	Hardware	11
Cylinder Hum Low CNDTY Hi Volt	Hardware	6
Degaussed Hard Drives (Individual)	Hardware	372
Degaussed Hard Drives (Lot/Box)	Hardware	31
Dell Server	Hardware	1
Dell Server Faceplate	Hardware	1
Dell System Storage	Hardware	5
dotHILL Chassis	Hardware	3
Druck Transmitter	Hardware	1
Dupont Cenrifuge	Hardware	1
Epson Film Adapter	Hardware	1
Etherlink III LAN PC Card	Hardware	2
External DVD Drive	Hardware	33
Extron Switch	Hardware	3
General Instruments	Hardware	1
Gentner Switch	Hardware	1
Hand Truck	Hardware	4
Heat Seal	Hardware	1
Hitachi Star Board	Hardware	1
HP 1250 Fax Machine	Hardware	1
HP Switch	Hardware	3
HP Zero Clients	Hardware	3
Humidifier Cylinder	Hardware	4
IBM System Storage	Hardware	30
IBM Wheelwriter	Hardware	2
Jentec Switch	Hardware	1
Lacie External HD	Hardware	2

Item	Category	Quantity
Laminators	Hardware	3
Linksys 10/100 Printserver	Hardware	7
Linksys 2-port KVM Switch	Hardware	1
Linksys Cable Modem	Hardware	1
Linksys Dual Band Wireless Access Point	Hardware	19
Linksys Router	Hardware	4
Master Studer Corder	Hardware	1
Maxtor One Touch	Hardware	1
Memory Cards	Hardware	8
Mic Stand	Hardware	5
Microscopes	Hardware	10
Minnesota Western Wall Mount	Hardware	2
Monitor Stands	Hardware	33
Motorola Modem/Fax Card	Hardware	1
Mounting Brackets	Hardware	12
Netgear Router	Hardware	5
Panasonic Fax	Hardware	1
Pioneer Laserdisc Player	Hardware	1
Rack Shelves	Hardware	2
Rackspace Drawers	Hardware	2
Radeon Video Card	Hardware	2
Raritan Guardian ASCII Terminal	Hardware	13
Samsung Wall Mount Bracket	Hardware	1
Scantron	Hardware	2
Server Rack Mounts	Hardware	12
Shredder	Hardware	2
Sonicwall Internet Security Device	Hardware	1
Synnec Hard Drives	Hardware	2
Techko Paper Folder	Hardware	1
Toptone Equipment Rack Box	Hardware	1
Totem Ticket Machine	Hardware	1
TRENDnet Switch	Hardware	3
TV Mounting Hardware	Hardware	7
US Audio Whirlwind Amp	Hardware	1
Ventilator System	Hardware	1
Verizon 4G Jetpack Mobile Hotspot	Hardware	6
VGA UTP Extender	Hardware	1
Video Adapter	Hardware	1
VuTek Projection Screen	Hardware	22
Xerox Paper Folder	Hardware	1
Xyratex RAID Expansion Chassis	Hardware	3
Zip 100 Internal Drive ATAPI	Hardware	1
Backpacks (box)	Lost & Found	2
Bicycle	Lost & Found	8
Books (pallet)	Lost & Found	5
Clothing (pallet)	Lost & Found	1

Item	Category	Quantity
Glasses (box)	Lost & Found	2
Jewelry (box)	Lost & Found	1
Misc. Technology Items (box)	Lost & Found	3
Office Supplies (pallet)	Lost & Found	1
Skateboard	Lost & Found	4
Toner Cartridges (pallet)	Lost & Found	2
Water Bottles (box)	Lost & Found	1
Dell/Viewsonic Monitor	Monitor	448
HP Monitor	Monitor	29
LG Flatron Monitor	Monitor	2
Micron Monitor	Monitor	1
No Brand Monitor	Monitor	19
Panasonic Monitor	Monitor	3
Samsung Monitor	Monitor	22
Sony Monitor	Monitor	6
Brother Printer	Printer	5
Canon Printer	Printer	7
Dell Printer	Printer	8
Epson Printer	Printer	14
Fujitsu Scanner	Printer	1
Generic Printer	Printer	8
HP Printer	Printer	96
Imagistics Laser Printer	Printer	1
Lexmark Printer	Printer	2
Samsung Printer	Printer	4
Tripp Printer	Printer	2
Uprint 3D Printer	Printer	1
Xerox Printer	Printer	3
3M Overhead Projector	Projector	8
Canon Projector	Projector	2
Dukain Projector	Projector	1
EIKT Projector	Projector	1
Elmo Overhead	Projector	1
Epson Projector	Projector	4
Epson projector	Projector	1
Hitachi Data Projector	Projector	12
HP Overhead Projector	Projector	1
Lumens Document Camera	Projector	4
Mitsubishi Data Projector	Projector	1
Mitsubishi Projector	Projector	1
Panasonic Projector	Projector	1
Phillips LCD Projector	Projector	1
Sharp Projector	Projector	1
Still Picture Projector	Projector	1
ViewFrame Spectar-C	Projector	1
Brother Scanner	Scanner	1

Item	Category	Quantity
Canon Scanner	Scanner	7
Epson Scanner	Scanner	2
Fujitsu Scanner	Scanner	7
HP ScanJet	Scanner	1
MicroTek Scanner	Scanner	2
Misc. Software (Lot/Box)	Software	9
QuickBooks Software	Software	5

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopt Resolution No. 18-18: Appropriations Limit for FY 2018-2019 (Gann Limit)

ACTION: Approval

BACKGROUND

Pursuant to Article XIII-B of the Constitution and Chapter 1205, Statutes of 1980, all community college districts are required to complete an annual appropriation limit ("Gann Limit"). That appropriation limit is adjusted annually for colleges in price index, population, and other factors as applicable.

STATUS

In accordance with Government Code Section 7910, an appropriation limit of \$266,746,834 has been calculated for FY 2018-2019. The specific appropriations subject to the limit is \$215,668,000, well under the limit. The documentation used in determining this limit has been made available to the public in the office of the vice chancellor, business services, for fifteen (15) days prior to the adoption of this resolution, and is attached as EXHIBIT A.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 18-18 as presented in EXHIBIT B, establishing the required State constitutional appropriations limit for FY 2018-2019 for the South Orange County Community College District.

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2018-2019 Fiscal Year

DISTRICT NAME: South Orange County Community College District

DATE: 7/30/2018

I. **2018-2019 APPROPRIATIONS LIMIT:**

A. 2017-2018 Limit		<u>\$ 262,796,226</u>
B. 2018-2019 Price factor:	1.0367	
C. Population factor:		
1. 2016-2017 Second Period Actual FTES		<u>27,318.79</u>
2. 2017-2018 Second Period Actual FTES		<u>26,747.37</u>
3. 2018-2019 Population change factor (line C.2. divided by line C.1.)		<u>0.9791</u>
D. 2017-2018 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)		<u>\$ 266,746,834</u>
E. Adjustments to increase limit:		
1. Transfers in of financial responsibility		\$ -
2. Temporary voter approved increases		-
3. Total adjustments - increase		<u>\$ -</u>
Sub-Total		
F. Adjustments to decrease limit:		
1. Transfers out of financial responsibility		\$ -
2. Temporary voter approved increases		-
3. Less: Total adjustments - decrease		<u>\$ -</u>
G. 2018-2019 Appropriations Limit		<u>\$ 266,746,834</u>

II. **2018-2019 APPROPRIATIONS SUBJECT TO LIMIT:**

A. State Aid (General Apportionment, Apprenticeship Allowance, Education Protection Account tax revenue)	<u>\$ 2,700,000</u>
B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	<u>1,158,000</u>
C. Local Property taxes	<u>211,780,000</u>
D. Estimated excess Debt Service taxes	<u>-</u>
E. Estimated Parcel taxes, Square Foot taxes, etc.	<u>-</u>
F. Interest on proceeds of taxes	<u>30,000</u>
G. Less: Costs for Unreimbursed Mandates	<u>-</u>
H. 2018-2019 Appropriations Subject to Limit	<u>\$ 215,668,000</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOLUTION No. 18-18
July 30, 2018

WHEREAS, Article XIIB of the Constitution of the state of California, as approved by the voters in November, 1979, requires the Governing Board of each local jurisdiction, by resolution, to establish an Appropriations Limit on "Proceeds of Taxes" revenues beginning with FY 1980-1981; and

WHEREAS, each community college district is required to determine and adopt such Appropriations Limit for FY 2018-2019, as a legislative act; and

WHEREAS, this District's Appropriations Limit has been calculated in accordance with Article XIIB of the State Constitution and Government Code Section 7910;

NOW, THEREFORE, BE IT RESOLVED, as a legislative act of the Governing Board that, for the purposes of Article XIII-B, there is hereby established this District's Appropriations Limit of \$266,746,834 for FY 2018-2019.

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, Secretary of 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 said Board at a regular meeting thereof held on July 30, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of July 2018.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees
FROM: Kathleen F. Burke, 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 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
July 30, 2018

SADDLEBACK COLLEGE

Gift	Donated By:
Cummins ISL-G 8.9 Liter engine	Orange County Transportation Authority

1 **MEMORANDUM OF UNDERSTANDING NO. C-8-1663**

2 **BY AND BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

6 The following Memorandum of Understanding ("MOU"), is effective this 15TH day of
7 JUNE, 2018, by and between the Orange County Transportation Authority, 550 South
8 Main Street, P.O. Box 14184, Orange, California 92663-1584, a public corporation of the State of
9 California (herein referred to as "AUTHORITY") and South Orange County Community College District,
10 28000 Marguerite Parkway, Mission Viejo, California 92692 (hereinafter referred to as "SOCCCD").

11 **WHEREAS, AUTHORITY** desires to donate one (1) Cummins ISL-G 8.9 liter engine ("ENGINE")
12 to SOCCCD; and

13 **WHEREAS, AUTHORITY** agrees to deliver the ENGINE to SOCCCD at its own expense; and

14 **WHEREAS, SOCCCD** agrees to use the ENGINE for educational instruction only and not for
15 installation into a vehicle; and

16 **WHEREAS, SOCCCD** agrees to render the ENGINE useless upon completion of educational
17 instruction, document the destruction, and properly dispose of ENGINE in compliance with all local, state
18 and federal laws and regulations;

19 **NOW, THEREFORE,** it is mutually understood and agreed by AUTHORITY and SOCCCD to
20 enter into the following MOU with respect to the matters as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 This MOU, including any attachments incorporated herein and made applicable by reference,
23 constitutes the complete and exclusive statement of the terms and conditions of this Agreement between
24 AUTHORITY and SOCCCD concerning the engine and supersedes all prior representations,
25 understandings, and communications. The invalidity in whole or in part of any term or condition of this
26 MOU shall not affect the validity of other terms or conditions.

Last Rev. 3/5/2018

MEMORANDUM OF UNDERSTANDING NO. C-8-1663

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

AUTHORITY agrees to the following responsibilities:

1. Donate one (1) ENGINE to SOCCCD at no charge, to be used for educational instruction only.

a. Serial No. 46824847

2. Deliver ENGINE to SOCCCD's Saddleback College, located at 28000 Marguerite Parkway, Mission Viejo, California 92692 at an agreed upon date and time.

3. Maintain on file pictorial documentation of ENGINE destruction submitted by SOCCCD.

ARTICLE 3. RESPONSIBILITIES OF SOCCCD

SOCCCD agrees to the following responsibilities:

1. Accept one (1) ENGINE from AUTHORITY to be used for educational instruction only and not for installation into a vehicle.

2. To render the ENGINE useless through destruction, upon completion of educational instruction.

3. Document ENGINE destruction through photographic evidence and forward to the AUTHORITY.

ARTICLE 4. MUTUAL RESPONSIBILITIES

1. Both parties work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.

2. This MOU may only be modified or amended upon written mutual consent of both parties. All modifications, amendments, changes and revisions of this MOU in whole or part, and from time to time, shall be binding upon the parties so long as the same shall be in writing and executed by the parties.

3. This MOU shall be governed by all applicable federal, state and local laws. Both parties warrant that in the performance of this MOU, each shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

MEMORANDUM OF UNDERSTANDING NO. C-8-1663

1 4. Each party shall be excused from performing its obligations under this MOU during the
2 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
3 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of
4 material, products, plants or facilities by federal, state or local government; national fuel shortage; or
5 a material act or omission by the other party; when satisfactory evidence of such cause is presented
6 to the other party, and provided further such nonperformance is unforeseeable, beyond the control
7 and is not due to the fault or negligence of the party not performing

8 5. To the fullest extent permitted by law, SOCCCD shall defend (at SOCCCD's sole cost and
9 expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold
10 harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified
11 Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs,
12 judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses
13 including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising
14 from injuries to or death of persons (SOCCCD's employees included), for damage to property, including
15 property owned by AUTHORITY, or from any violation of any federal, state, or local law or ordinance,
16 alleged to be caused by the negligent acts, omissions or willful misconduct of SOCCCD, its officers,
17 directors, employees or agents in connection with or arising out of the performance of this Agreement.

18 The indemnification and defense obligations of this Agreement shall survive its expiration or
19 termination.

20 6. This MOU shall continue in full force and effect through May 31, 2019 or upon
21 destruction of the ENGINE, whichever comes later.

22 7. The term of this MOU may only be extended upon mutual written consent by both parties.

23 /

24 /

25 /

26 /

MEMORANDUM OF UNDERSTANDING NO. C-8-1663

To SOCCCD:	To AUTHORITY:
South Orange County Community College District	Orange County Transportation Authority
Saddleback College	550 South Main Street
28000 Marguerite Parkway	P. O. Box 14184
Mission Viejo, California 92692	Orange, California 92863-1584
Attention: Anthony Teng Dean ATAS Division (949) 582-4541 ateng@saddleback.edu	Attention: Kristen Mason Section Manager, Maintenance Procurement (714) 560-5842 kmason@octa.net

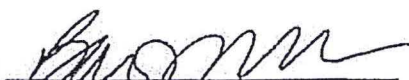
This Agreement shall be made effective upon execution by both Parties.

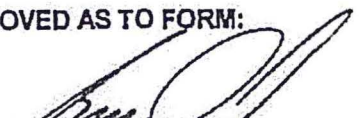
IN WITNESS WHEREOF, the Parties hereto have caused this MOU No. C-8-1663 to be executed on the date first above written.

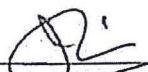
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ORANGE COUNTY TRANSPORTATION AUTHORITY

By: 
Dr. James Buysse
Interim President

By: 
Pia Veasapen
Manager, Contracts and Procurement

By: 
Tram Vo-Kumamoto
Vice-President of Instruction

APPROVED AS TO FORM:
By: 
James M. Donich
General Counsel

By:  6/14/18
Priya Jerome
Executive Director of Procurement

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: June 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>Steinberg</u> Saddleback College ATAS Building – Design-build Criteria Architectural Services Amendment No. 2 – To extend the agreement for an additional year, for completion of the 11-month warranty walk, from 9/25/2017 through 3/23/2023. SOCCCD	\$37,046	\$687,046
B.	<u>Alternative Delivery Solutions</u> Saddleback College Athletics Stadium – Design-build Procurement Services Amendment No. 1 – To extend the agreement an additional 21 months under the same terms and conditions, from 8/25/2014 to 9/30/2019. SOCCCD	\$88,000	\$361,000
C.	<u>HPI Architecture</u> Saddleback College Marquee and Landscape Project – Architectural Services Amendment No. 4 – For additional infrastructure at outreach house and to extend the agreement an additional four months, from 6/27/2016 to 1/27/2019. SOCCCD	\$5,450	\$235,439

D.	<u>Patriot Contracting & Engineering</u> Saddleback College Marquee and Landscape Project – Construction Services Change Order No. 1 – For additional surveying and rerouting of underground utilities and to extend the agreement an additional 75 days, from 1/22/2018 to 6/20/2018. SOCCCD	\$0	\$1,939,000
E.	<u>Neudesic, LLC</u> Work Order agreement board approved August 21, 2017– Amendment No. 1 – To continue all Work Order services on projects which are still underway for the same contract value with a change of end dates terms as follows: <ul style="list-style-type: none"> • Article Section 2 in the Work Order chart will extend the agreement an additional 10 months, from 8/31/2017 to 6/30/2018. • Articles Section 3 and 6 in the Work Order chart will extend the agreement an additional 12 months, from 8/31/2017 to 6/30/2018. SOCCCD	\$0.00	\$ 1,713,190
F.	<u>Neudesic, LLC</u> Work Order agreement board approved June 29, 2016– Amendment No. 2 – To continue all Work Order services on the Mobile Registration project which is still underway for the same contract value with a change of the end date term as follows: <ul style="list-style-type: none"> • Article Section 2 in the Work Order chart will extend the agreement an additional 12 months, from 5/29/2016 to 6/30/2019. SOCCCD	\$0.00	\$ 700,000
G.	<u>Interact Communications</u> Consulting Services Agreement – Amendment No. 1 – For additional marketing and advertising services relating to OC regional web site development and content refresh. SOCCCD	\$26,000.00	\$ 1,190,500



**AMENDMENT NO. 02
TO THE DESIGN-BUILD CRITERIA ARCHITECTURAL SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement dated September 25, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Steinberg Hart hereinafter referred to as "ARCHITECT"

WHEREAS, Article 11, paragraph 15 of the original agreement provides that said agreement may be amended only by a written amendment executed by both parties to the AGREEMENT;

WHEREAS, Article 6.1 states an agreement total lump sum fee of \$650,000;

WHEREAS, Change in direction on the Advanced Technology and Applied Science (ATAS) Building Criteria and Program documents, specifically enlargement of the Advanced Manufacturing Department from 2,000 ASF to 5,500 ASF and increase the lump sum fee by \$26,686

WHEREAS, Change in direction on the ATAS Building Criteria and Program documents, specifically proposals preparation and contract negotiations process to add a specialty food services consultant for inclusion of the College requested Culinary Arts Department in place of the Advanced Manufacturing Department identifies at approximately 3,000 ASF and increase the lump sum fee by \$4,620.

WHEREAS, Change in direction on the ATAS Building Criteria and Program documents, specifically changes to the Environmental Studies Department and increase the lump sum fee by \$3,570.

WHEREAS, Prepare additional Rough Order of Magnitude (ROM) cost analysis for three programming scenarios and increase the lump sum fee by \$2,170; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of this agreement will remain to be through the anticipated construction time frame for ATAS Building Project plus one additional year for the completion of the 11-month warranty walk, amended to March 23, 2023
2.

Original Contract Amount	\$650,000
Amendment No. 1	\$ 0
Amendment No. 2	<u>\$ 37,046</u>
Total Contract Amount	\$687,046

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

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

Steinberg Hart

BY:

Signature of Authorized Representative

Print Name: Rob Barthelman

Print Title: Principal –in-Charge

Date:

6.5.18

Email & Phone: rbarthelman@steinberghart.com
408-427-4143

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date:

6/14/18

Email & Phone: pjerome@socccd.edu (949)582-4405



**AMENDMENT NO. 01
TO THE DESIGN-BUILD PROCUREMENT SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement dated August 25, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Alternative Delivery Solutions LLC hereinafter referred to as "CONSULTANT"

WHEREAS, Article Article VII.9 of the original agreement provides that said agreement may be amended only by a written amendment executed by both parties to the AGREEMENT;

WHEREAS, Article I.d of the original agreement provides for services covered by the AGREEMENT to run through completion of Phase III of scope of services;

WHEREAS, Article V.1 states an agreement total lump sum fee of \$273,000;

WHEREAS, The procurement and execution of the stadium project has extended longer than was originally projected;

WHEREAS, due to the extension of the stadium project, extend contract completion to September 30, 2019 and increase the lump sum fee by \$88,000; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of this agreement will remain to be through completion of Phase III, amended to September 30, 2019
2.

Original Contract Amount	\$273,000
Amendment No. No. 1	<u>\$ 88,000</u>
Total Contract Amount	\$361,000

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

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

Alternative Delivery Solutions LLC

BY: Robert J. Hartung
Signature of Authorized Representative

Print Name: Robert J. Hartung

Print Title: President

Date: 5/22/18

Email & Phone: adslc@cox.net 949-300-0686

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: Kim McCord
Signature of Authorized Representative

Print Name: Kim McCord

Print Title: Vice Chancellor, Business Services

Date: 6/25/18

Email & Phone:



**AMENDMENT NO. 04
TO THE ARCHITECTURAL SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

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 hereinafter referred to as CONSULTANT.

WHEREAS, Article 11.16 of the original agreement provides that it may be amended in writing by mutual consent of both parties;

WHEREAS, Article 6.1 and Attachment A of the original agreement provides for the compensation of the agreement at a total contract value of \$125,320;

WHEREAS, Article 4.2 establishes the term of the original contract at 24 months;

WHEREAS, Amendment 1 increased the original contract by \$70,169.00 for a new contract total of \$195,489.00; Amendment 2 increased the contract by \$12,600.00 for a new contract total of \$208,089.00; Amendment 3 increased the contract by \$21,900.00 for a new contract total of \$229,989.00 and a new contract duration of 27 months; and

WHEREAS, the scope of serves has been amended to include an IDF, pathways, and cabinets at the Outreach House for a new contract duration of 31 months and an increase in the contract value of \$5,450.00.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended from June 27, 2016 to January 27, 2019 under the same terms and conditions of the original agreement.
2. The Total Contract Value has been increased by \$5,450.00 for a new contract value of \$235,439.00.

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

Original contract amount:	\$125,320
Amendment 01	\$ 70,169
Amendment 02	\$ 12,600
Amendment 03	\$ 21,900
Amendment 04	\$ 5,450
Total contract amount:	\$235,439

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

HPI Architecture

BY:

Signature of Authorized Representative

Print Name: Lawrence Frapwell

Print Title: President

Date: 06/12/18

lfrapwell@hpiarchitecture.com

Email & Phone: (949) 675-6442

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director, Business Services

Date: 6/22/18

Email & Phone: (949)582-4850

CHANGE ORDER NO. 1

PROJECT: Saddleback College Landscape and Marquees Project

TO: Patriot Contracting and Engineering, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Revise contract time from 75 days to 150 days at no additional cost to the owner due to the extensive surveying and rerouting of underground utilities.

COST (This cost shall not be exceeded.):

Original contract price: \$ 1,939,000

Change Order amount: \$ 0

New contract price: \$ 1,939,000

TIME FOR COMPLETION:

Original duration: 75 days

New duration: 150 days

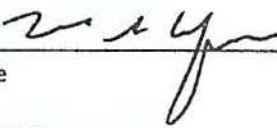
Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: 
Signature

Richard Wolfinger
Print Name

President

Title 5.21.2018

Date

DISTRICT

By: 
Signature

Priya Jerome
Print Name

Executive Director- Business Services

Title 7/9/18

Date



AMENDMENT NO. 01
TO THE WORK ORDER FOR IT CONSULTANTS SERVICES AGREEMENT
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

THIS AMENDMENT shall modify the original agreement dated [08/28/2017], by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Neudesic LLC hereinafter referred to as Neudesic

WHEREAS, Article Section 2 in the Work Order chart of the original agreement provides that the end date will be 08/31/2018 (Board Agenda Item 6.8, Aug 2017 for all sections in this document);

WHEREAS, Article Section 3 in the Work Order chart of the original agreement provides that the end date will be 06/30/2018;

WHEREAS, Article Section 6 in the Work Order chart of the original agreement provides that the end date will be 06/30/2018;

WHEREAS, Amendment No. 01 is requested because work on these projects are still underway.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the Work Order Agreement is hereby extended from August 31, 2018 (Section 2) and June 30, 2018 (Sections 3 and 6) to June 30, 2019.
2. The Total Contract Value remains the same.

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

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

Neudesic, LLC

BY:

DocuSigned by:

Parsa Rohani

Signature of Authorized Representative

Print Name: Parsa Rohani

Print Title: [] CEO

Date: June 7, 2018 | 10:25 PDT

Email & Phone: parsa.rohani@neudesic.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: N

Email & Phone: (949)582-4405

DocuSign Envelope ID: AAD8D614-D8A2-48DA-8954-0F4D7E0CC0A9



**AMENDMENT NO. 02
TO THE WORK ORDER FOR IT CONSULTANTS SERVICES AGREEMENT
AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

THIS AMENDMENT shall modify the original agreement dated [06/29/2016], by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Neudesic LLC hereinafter referred to as Neudesic

WHEREAS, Article Section 2 in the Work Order chart of the original agreement provides that the end date was 06/30/2017 (Board Agenda Item 6.13, June 2016);

WHEREAS, Amendment No. 02 is requested because work the Mobile Registration project is still underway.

NOW, THEREFORE, the Parties agree as follows:

1. The term of the Work Order Agreement is hereby extended from June 30, 2018 (Extension No. 01) to June 30, 2019.
2. The Total Contract Value remains the same.

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

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

Neudesic, LLC

DocuSigned by:

BY: Parsa Rohani

Signature of Authorized Representative

Print Name: Parsa Rohani

Print Title: [] CEO

Date: June 7, 2018 | 10:44 PDT

Email & Phone: parsa.rohani@neudesic.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: [Signature]

Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: N

Email & Phone: (949)582-4405



AMENDMENT NO. 01
TO THE CONSULTING SERVICES AGREEMENT
AT SADDLEBACK COLLEGE

THIS AMENDMENT shall modify the original agreement dated January 23, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and INTERACT COMMUNICATIONS hereinafter referred to as "CONSULTANT".

WHEREAS, Article 11.16 of the original agreement provides that this agreement may be amended with written approval of both Parties;

WHEREAS, Article 6.1 of the original agreement states the total contract price for services as One Million One Hundred Sixty-Four Thousand Five Hundred Dollars (\$1,164,500);

WHEREAS, District would like to extend additional funds of \$26,000 for marketing and advertising consulting services due to increase in scope of work related to the Orange County regional marketing web site development and content refresh. Additional content will be presented in the area known as the News Center and will be updated monthly with three feature stories, electronic newsletter, and related materials; and

NOW, THEREFORE, the Parties agree as follows:

1. The Total Contract Price for Services to be revised from \$1,164,500 to \$1,190,500.

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

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

INTERACT COMMUNICATIONS

BY:

Cheryl Broom
Signature of Authorized Representative

Print Name: Cheryl Broom

Print Title: President

Date:

6/20/18

Email & Phone: Cheryl.broom@interactcom.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Priya Jerome
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date:

6/21/18

Email & Phone: (949)582-4405

TO: Board of Trustees

FROM: Kathleen F. Burke, 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 \$7,288,438.44 and an additional 249 purchase orders below \$5,000 amounting to \$315,474.31 for a combined total of \$7,603,912.75 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 1,731 checks in the amount of \$20,194,661.47 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C.)

RECOMMENDATION

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



South Orange County Community College District

EXHIBIT A
Page 1 of 2

Purchase Order Ratification (Supplier)

June 7, 2018 through July 10, 2018

PO			
Number	Supplier	Description	Amount
P186614	ACCJC	IVC Annual Dues for ACCJC FY 18-19	33,943.00
P186712	Airgas USA	SC Facilities equipment for swimming pool	5,000.00
P186890	Alameda County Schools Insurance Group	SOCCCD vision services benefits FY 18-19	604,800.00
P186767	Allsteel c/o Corporate Business Interiors	SOCCCD Purchasing office furniture	6,790.07
P186807	American Portable Storage	SC Central Plant storage container	18,317.50
P186699	AT&T	SC telephone services, long distance and CalNet	130,000.00
P186873	Battery Systems	IVC Transportation supplies	5,000.00
P186790	Bio-Rad Laboratories	IVC Biology supplies	32,449.09
P186749	BSN Sports	IVC Athletic uniforms	7,342.71
P186698	Butler Chemicals	SC cleaning supplies for cafeteria	6,700.00
P185906	Butler Chemicals	SC Culinary Arts cleaning supplies	6,500.00
P186801	CDW Government	IVC Technology wireless project.	186,972.03
P186806	CDW Government	IVC DSPS portable equipment.	52,342.34
P186748	CDW Government	ATEP camera equipment and server	5,903.07
P186764	Concord Equipment Company	IVC Chemistry lab equipment	6,898.31
P186695	Constellation NewEnergy	SC natural gas supply	483,000.00
P186843	County of Orange Auditor-Controller	SC parking citation surcharge	125,000.00
P186705	DS Waters of America	SC bottled water service	40,000.00
P185919	Eberhard Equipment	SC Facilities equipment for repairs	9,000.00
P186899	Economic Alternatives	IVC Facilities HVAC chemicals	6,409.83
P186911	Educause	SOCCCD Educause membership	6,901.95
P186827	Errea Sport USA	IVC Athletic uniforms	6,751.25
P186863	Errea Sport USA	IVC Athletic uniforms	5,900.39
P185928	Ewing Irrigation Products	SC irrigation supplies	6,000.00
P186898	Ewing Irrigation Products	IVC Irrigation Supplies	5,000.00
P186711	Fisher Scientific Company	SC Biology supplies	5,000.00
P186615	Foundation for California Community Colleges	SOCCCD Facilities fusion annual license fee	18,367.26
P186703	Freeway Auto Supply	SC Transportation parts	7,000.00
P186903	Galls	IVC Campus Police uniforms and supplies	7,000.00
P186788	Global Technologies	IVC Biology equipment	17,909.23
P185913	Global Technologies	IVC Library equipment	5,790.74
P186727	GOBI Library Solutions	IVC Library book printing	10,000.00
P185930	Home Depot Mission Viejo Store	SC Maintenance/Grounds/Custodial supplies	40,000.00
P185932	Horizon	SC Grounds supplies	11,000.00
P185933	Intermountain Lock and Security Supply	SC Locksmith Supplies	5,000.00
P185934	Irvine Pipe & Supply	SC Plumbing Supplies	7,000.00
P186877	Irvine Pipe & Supply	IVC Plumbing supplies	5,723.63
P186855	Irvine Valley College Bookstore	IVC EOPS Bookstore billing for FY 18-19	120,000.00
P185936	Jacobsen West	SC Grounds and Transportation supplies	5,000.00
P185937	Johnstone Supply	SC HVAC maintenance supplies	10,500.00
P186798	Keenan & Associates	SOCCCD Media Liability policy renewal	5,456.00
P186740	Knorr Systems	SC Facilities pool supplies	15,000.00
P186796	Laerdal Medical Corporation	SC Health Sciences classroom equipment	72,703.31
P186795	Laerdal Medical Corporation	SC Health Sciences classroom equipment	27,390.92
P186702	McKesson Medical-Surgical	SC Student Health Center medical supplies	30,000.00
P186664	Meridian It	SOCCCD Technology Smart Schedule platform	82,839.88
P186784	Modern Postcard	SC concurrent enrollment brochure and mailing	12,703.50
P186704	Moulton-Niguel Water District	SC water service	210,000.00
P186844	Pacific Coachways Charter Services	SC Emeritus Institute transportation for field trips	30,000.00
P185948	Pacwest Air Filter	SC Facilities HVAC supplies	5,500.00
P186789	Pipette.com	IVC Biology lab supplies	7,011.77
P186782	PIPS	Workers' Compensation Annual Contribution FY 18-19	1,948,102.00
P186599	Postmaster Attn: Bulk Mail	SC Community Education postage	23,868.64
P186842	Quality Office Furnishings	IVC SSC Lobby furniture and kiosk replacement	6,734.32
P186710	Quest Diagnostics	SC Student Health Center medical supplies	5,000.00
P186708	RDO Water	SC Grounds supplies	14,000.00
P186900	RealVolleyball	IVC Athletics uniforms	7,791.72
P186706	Safeway, Inc.	SC CDC nutrition supplies	6,450.00
P186697	San Diego Gas & Electric	SC electrical service	1,438,000.00
P186707	SC Fuels	SC Transportation for gasoline and diesel fuel	60,000.00
P186783	Sehi Computer Products	SC Learning Resource Center computer refresh	6,417.33
P185949	Sierra Soil	SC Grounds supplies	5,000.00
P186696	Southern California Gas Company	SC Transportation natural gas	173,000.00



South Orange County Community College District

EXHIBIT A
Page 2 of 2

Purchase Order Ratification (Supplier)

June 7, 2018 through July 10, 2018

PO			
Number	Supplier	Description	Amount
P186792	SWACC	Property and Liability Insurance FY 18-19	841,759.00
P186758	Team Pride Athletic Apparel	SC Athletics uniforms	12,256.23
P186864	Traffic Management	IVC parking supplies	6,500.00
P185950	Tuttle-Click Ford	SC Transportation parts	5,000.00
P185951	Veritiv Operating Company	SC Custodial supplies	15,000.00
P186776	Veritiv Operating Company	SOCCCD Warehouse paper supply	44,349.90
P186715	Verizon Wireless	SC Verizon cell and internet for off campus testing and classes	8,000.00
P185952	Village Nurseries	SC Grounds plant supplies	10,000.00
P185953	Vista Paint	SC Facilities paint supplies	5,000.00
P185954	W. W. Grainger	SC Maintenance supplies	30,000.00
P186904	Walters Wholesale Electric	IVC electrical supplies	5,000.00
P186701	Willy's Auto Upholstery	SC vehicle seat repairs	8,000.00
P186785	Xerox Corporation	SC card reader, hardware and software for copiers	21,391.52
P186700	Xerox Corporation	SC Maintenance copier	5,000.00
Total Purchase Orders \$5,000 and above			7,288,438.44
249 Purchase Orders Under \$5,000			315,474.31
Total Purchase Orders			7,603,912.75



South Orange County Community College District

EXHIBIT B
Page 1 of 2

Purchase Order Ratification (Amount)

June 7, 2018 through July 10, 2018

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P186782	PIPS	Workers' Compensation Annual Contribution FY 18-19	1,948,102.00
P186697	San Diego Gas & Electric	SC electrical service	1,438,000.00
P186792	SWACC	Property and Liability Insurance FY 18-19	841,759.00
P186890	Alameda County Schools Insurance Group	SOCCCD vision services benefits FY 18-19	604,800.00
P186695	Constellation NewEnergy	SC natural gas supply	483,000.00
P186704	Moulton-Niguel Water District	SC water service	210,000.00
P186801	CDW Government	IVC Technology wireless project.	186,972.03
P186696	Southern California Gas Company	SC Transportation natural gas	173,000.00
P186699	AT&T	SC telephone services, long distance and CalNet	130,000.00
P186843	County of Orange Auditor-Controller	SC parking citation surcharge	125,000.00
P186855	Irvine Valley College Bookstore	IVC EOPS Bookstore billing for FY 18-19	120,000.00
P186664	Meridian It	SOCCCD Technology Smart Schedule platform	82,839.88
P186796	Laerdal Medical Corporation	SC Health Sciences classroom equipment	72,703.31
P186707	SC Fuels	SC Transportation for gasoline and diesel fuel	60,000.00
P186806	CDW Government	IVC DSPS portable equipment.	52,342.34
P186776	Veritiv Operating Company	SOCCCD Warehouse paper supply	44,349.90
P186705	DS Waters of America	SC bottled water service	40,000.00
P185930	Home Depot Mission Viejo Store	SC Maintenance/Grounds/Custodial supplies	40,000.00
P186614	ACCJC	IVC Annual Dues for ACCJC FY 18-19	33,943.00
P186790	Bio-Rad Laboratories	IVC Biology supplies	32,449.09
P186702	McKesson Medical-Surgical	SC Student Health Center medical supplies	30,000.00
P186844	Pacific Coachways Charter Services	SC Emeritus Institute transportation for field trips	30,000.00
P185954	W. W. Grainger	SC Maintenance supplies	30,000.00
P186795	Laerdal Medical Corporation	SC Health Sciences classroom equipment	27,390.92
P186599	Postmaster Attn: Bulk Mail	SC Community Education postage	23,868.64
P186785	Xerox Corporation	SC card reader, hardware and software for copiers	21,391.52
P186615	Foundation for California Community College	SOCCCD Facilities fusion annual license fee	18,367.26
P186807	American Portable Storage	SC Central Plant storage container	18,317.50
P186788	Global Technologies	IVC Biology equipment	17,909.23
P186740	Knorr Systems	SC Facilities pool supplies	15,000.00
P185951	Veritiv Operating Company	SC Custodial supplies	15,000.00
P186708	RDO Water	SC Grounds supplies	14,000.00
P186784	Modern Postcard	SC concurrent enrollment brochure and mailing	12,703.50
P186758	Team Pride Athletic Apparel	SC Athletics uniforms	12,256.23
P185932	Horizon	SC Grounds supplies	11,000.00
P185937	Johnstone Supply	SC HVAC maintenance supplies	10,500.00
P186727	GOBI Library Solutions	IVC Library book printing	10,000.00
P185952	Village Nurseries	SC Grounds plant supplies	10,000.00
P185919	Eberhard Equipment	SC Facilities equipment for repairs	9,000.00
P186715	Verizon Wireless	SC Verizon cell and internet for off campus testing and classes	8,000.00
P186701	Willy's Auto Upholstery	SC vehicle seat repairs	8,000.00
P186900	RealVolleyball	IVC Athletics uniforms	7,791.72
P186749	BSN Sports	IVC Athletic uniforms	7,342.71
P186789	Pipette.com	IVC Biology lab supplies	7,011.77
P186703	Freeway Auto Supply	SC Transportation parts	7,000.00
P186903	Galls	IVC Campus Police uniforms and supplies	7,000.00
P185934	Irvine Pipe & Supply	SC Plumbing Supplies	7,000.00
P186911	Educause	SOCCCD Educause membership	6,901.95
P186764	Concord Equipment Company	IVC Chemistry lab equipment	6,898.31
P186767	Allsteel c/o Corporate Business Interiors	SOCCCD Purchasing office furniture	6,790.07
P186827	Errea Sport USA	IVC Athletic uniforms	6,751.25
P186842	Quality Office Furnishings	IVC SSC Lobby furniture and kiosk replacement	6,734.32
P186698	Butler Chemicals	SC cleaning supplies for cafeteria	6,700.00
P185906	Butler Chemicals	SC Culinary Arts cleaning supplies	6,500.00
P186864	Traffic Management	IVC parking supplies	6,500.00
P186706	Safeway, Inc.	SC CDC nutrition supplies	6,450.00
P186783	Sehi Computer Products	SC Learning Resource Center computer refresh	6,417.33
P186899	Economic Alternatives	IVC Facilities HVAC chemicals	6,409.83
P185928	Ewing Irrigation Products	SC irrigation supplies	6,000.00
P186748	CDW Government	ATEP camera equipment and server	5,903.07
P186863	Errea Sport USA	IVC Athletic uniforms	5,900.39
P185913	Global Technologies	IVC Library equipment	5,790.74
P186877	Irvine Pipe & Supply	IVC Plumbing supplies	5,723.63



South Orange County Community College District

EXHIBIT B
Page 2 of 2

Purchase Order Ratification (Amount)

June 7, 2018 through July 10, 2018

PO			
Number	Supplier	Description	Amount
P185948	Pacwest Air Filter	SC Facilities HVAC supplies	5,500.00
P186798	Keenan & Associates	SOCCCD Media Liability policy renewal	5,456.00
P186712	Airgas USA	SC Facilities equipment for swimming pool	5,000.00
P186873	Battery Systems	IVC Transportation supplies	5,000.00
P186898	Ewing Irrigation Products	IVC Irrigation Supplies	5,000.00
P186711	Fisher Scientific Company	SC Biology supplies	5,000.00
P185933	Intermountain Lock and Security Supply	SC Locksmith Supplies	5,000.00
P185936	Jacobsen West	SC Grounds and Transportation supplies	5,000.00
P186710	Quest Diagnostics	SC Student Health Center medical supplies	5,000.00
P185949	Sierra Soil	SC Grounds supplies	5,000.00
P185950	Tuttle-Click Ford	SC Transportation parts	5,000.00
P185953	Vista Paint	SC Facilities paint supplies	5,000.00
P186904	Walters Wholesale Electric	IVC electrical supplies	5,000.00
P186700	Xerox Corporation	SC Maintenance copier	5,000.00
Total Purchase Orders \$5,000 and above			7,288,438.44
249 Purchase Orders Under \$5,000			315,474.31
Total Purchase Orders			7,603,912.75



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

June 7, 2018 through July 10, 2018

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,488	12,100,502.39
07 IVC Community Education	7	107,221.15
09 SC Community Education	44	141,383.36
12 Child Development	10	77,179.05
40 Capital Outlay	112	7,146,821.00
68 Self Insurance	8	12,490.47
71 Retiree Benefit	2	500,363.22
95 SC Associated Student Government	31	22,525.57
96 IVC Associated Student Government	29	86,175.26
Total	1,731	20,194,661.47

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: June 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 June 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 141 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 60 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$1,376,590.92. For contract values under \$5,000, an additional 66 contracts were processed amounting to \$140,624.91. The contracts combined total value of \$1,517,215.83 are submitted to the Board of Trustees for ratification, along with an additional 15 contracts with zero dollar value (EXHIBIT B).

RECOMMENDATION

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



June 2018
Contracts with Values between \$5,000 and \$100,000

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>Growth Sector</u> Grant Subcontract Agreement (Amend No. 2) – For an additional \$40,000 of professional development and technical assistance services as designated by the National Science Foundation STEM Core initiative through 9/30/2018. <p style="text-align: right;">Saddleback College</p>	\$90,000.00
<u>Global Media Group</u> Professional Services Agreement – For a digital display campaign of six certificate programs from 6/1/2018 to 6/30/2019. <p style="text-align: right;">Saddleback College</p>	\$69,000.00
<u>Card Integrators Corporation</u> Software License Agreement – To provide upgraded security badge software and hardware district wide from 5/8/2018 to 5/8/2023. <p style="text-align: right;">District Services</p>	\$68,624.53
<u>The Foundation for California Community Colleges</u> Faculty Release Time Agreement – To provide reassignment time reimbursement for Summer Serpas for the California Acceleration Project (CAP) from 8/13/2018 to 5/24/2019. <p style="text-align: right;">Irvine Valley College</p>	\$67,500.00 Revenue
<u>CDW-Government</u> Software License Agreement – For subscription of VMWare Horizon and Vsphere used to run the virtual machines from 6/11/2018 to 6/12/2019. <p style="text-align: right;">Irvine Valley College</p>	\$61,862.44
<u>Blue Violet Networks, LLC</u> California Multiple Award Schedule Contract – For the purchase and installation of Avigilon, a security hardware and software system, in the DSPS Testing Center from 7/1/2018 to 6/30/2021. <p style="text-align: right;">Irvine Valley College</p>	\$58,701.52
<u>STEM, Inc.</u> Master Agreement- For battery energy storage services at ATEP. <p style="text-align: right;">District Services</p>	\$57,682.00
<u>Facility Dynamics Engineering</u> Commissioning Services Agreement (Amend No. 1) – A no cost, ten month extension, from 1/24/2018 to 12/1/2018, to provide inspection and consulting services for Saddleback College's Data Center Mechanical Systems Commissioning and Upgrades Project. <p style="text-align: right;">District Services</p>	\$54,500.00

<u>C.E.M. Labor Corp.</u> Consulting Services Agreement – To provide geotechnical testing and inspection services for the Marquee Installation Project from 4/9/2018 to 10/9/2018. Saddleback College	\$53,340.00
<u>The Foundation for California Community Colleges</u> Software License- For Blackboard Learning Management System used to support non-traditional on-site classes, from 7/1/2018 to 12/31/2018. Saddleback College	\$51,432.47
<u>Fit Kids America</u> Educational Services Agreement – For various physical sport activities to be offered by Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$40,000.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance services for the Stadium Project from 3/21/2018 to 6/30/2019. Saddleback College	\$38,386.00
<u>Sun Environmental Engineering Services, Inc.</u> Construction Agreement- For remediation services in the LRC, CDC and SSC buildings from 6/25/2018 to 12/25/2018. Saddleback College	\$36,000.00
<u>BSN Sports, LLC</u> Construction Agreement – To remove and install scoreboards in the gymnasium from 5/30/2018 to 10/17/2018. Irvine Valley College	\$29,336.05
<u>KCINOC Partners dba Drama Kids International</u> Educational Services Agreement –To provide drama classes offered by Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$28,000.00
<u>Precision Floor Covering</u> Construction Agreement – To replace carpet in the Student Life offices from 4/18/2018 to 6/18/2018. Irvine Valley College	\$24,131.97
<u>Bit Scouts dba CodeCampus, LLC</u> Educational Services Agreement – To provide game development, coding and engineering classes offered by Community Education from 7/2/2018 to 6/28/2019. Saddleback College	\$24,000.00
<u>Pete Cosmakos, LLC</u> Educational Services Agreement – To provide youth aquatic classes offered by Community Education from 5/1/2018 to 9/28/2018. Saddleback College	\$24,000.00

<u>Stedman Computer Systems</u> Software License Agreement – For Microsoft Academic Visual Studio Enterprise software from 7/1/2018 to 6/30/2020. District Services	\$23,949.00
<u>Yosemite Community College District</u> Child Development Training Consortium Instructional Agreement (Amend No. 1) – To provide additional career and educational guidance services for \$7,575.00 from 9/17/2017 to 6/20/2018. Saddleback College	\$23,575.00 Revenue
<u>Good Times Travel</u> Educational Services Agreement – To provide single and multi-day excursions offered by Adult Education from 7/1/2018 to 6/30/2019. Saddleback College	\$22,500.00
<u>Brainstorm Studios, LLC</u> Educational Services Agreement – To provide application and game development classes offered by Community Education from 7/2/2018 to 6/30/2020. Saddleback College	\$20,000.00
<u>Lil Chef School</u> Educational Services Agreement – To provide cooking classes offered by Community Education from 7/2/2018 to 8/14/2020. Saddleback College	\$20,000.00
<u>Vocational Visions</u> Sub Grant Agreement – For use of facility to be used by disabled adults to attend adult education classes per the Adult Education Block Grants guidelines. Saddleback College	\$20,000.00
<u>Academic Chess</u> Educational Services Agreement – To provide chess and origami classes offered by Community Education from 7/2/2018 to 12/21/2018. Saddleback College	\$19,000.00
<u>BPI Inspection Services</u> DSA Inspection Services Agreement – To provide inspection services for the PAC/Defects Project from 6/11/2018 to 9/30/2018. Irvine Valley College	\$17,640.00
<u>BPI Inspection Services</u> DSA Inspection Services Agreement – To provide inspection services for the B300 Exterior Improvements Project from 6/11/2018 to 9/30/2018. Irvine Valley College	\$17,640.00
<u>Adrenalin Sports Apparel</u> Independent Contractor Agreement – For printing and embroidery services for the Athletic department from 4/1/2018 to 6/30/2019. Irvine Valley College	\$15,000.00

<u>Keenan & Associates</u> Property and Casualty Claims Administration Services Agreement (Amend No. 2) – For a one year extension, from 7/1/2018 to 6/30/2019, and to amend the compensation rates for the administration of insurance claims. District Services	\$15,000.00
<u>Bravo Sign & Design</u> Field Services Agreement – To provide maintenance of campus signs from 7/1/2018 to 6/30/2019. Saddleback College	\$14,500.00
<u>Penn Corporate Relocation Services</u> Field Services Agreement – For moving, disassembling and relocating services from 7/1/2018 to 6/30/2019. Saddleback College	\$14,500.00
<u>Brain Builder Educational Programs</u> Educational Services Agreement – To provide chess and Lego building classes offered by Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$14,000.00
<u>FINIEN</u> Professional Services Agreement (Amend No. 1) – No cost six month extension, from 6/30/2018 to 12/31/2018, for redesign services of District logo. District Services	\$12,750.00
<u>Stanley Convergent Security Solutions, Inc.</u> Field Services Agreement – To install a Duress Alarm System to be used by the police department from 5/18/2018 to 5/17/2019. Irvine Valley College	\$12,280.00
<u>VoiceThread</u> Software License Agreement – To provide instructional video tools used primarily for online instruction from 7/1/2018 to 6/30/2019. Saddleback College	\$12,240.00
<u>Conversa, Inc.</u> Educational Services Agreement – To provide language classes offered by Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$12,000.00
<u>Academic Bridge Academy</u> Educational Services Agreement – To provide transitional classes offered by Community Education from 7/1/2018 to 8/3/2019. Saddleback College	\$11,500.00
<u>AMTEK Construction</u> Field Services Agreement – To repair a portable main water valve to the former child care center from 6/19/2018 to 6/19/2018. Irvine Valley College	\$10,500.00

<u>Forensic Analytical Consulting Services, Inc.</u> Environmental Consultant Services Agreement – To provide air quality tests of Student Services Center offices from 6/1/2018 to 9/1/2018. Saddleback College	\$10,000.00
<u>Inspire Charter Schools</u> Independent Contractor Agreement – To provide after school, before school and summer enrichment programs to Inspire Charter students from 6/1/2018 to 6/30/2019. Saddleback College	\$10,000.00 Revenue
<u>Locati Design Group</u> Independent Contractor Agreement – For layout and design services of college publications from 6/27/2018 to 6/30/2019. Saddleback College	\$10,000.00
<u>Wired Planet</u> Professional Services Agreement – To provide monthly web design and maintenance services used by the Public Affairs department from 7/1/2018 to 6/30/2019. District Services	\$10,000.00
<u>Merritt College</u> Professional Services Agreement – To launch a local STEM Core program to support the National Science Foundation's grant requirement from 6/1/2018 to 10/30/2018. Saddleback College	\$10,000.00
<u>Sonic Foundry, Inc.</u> Software License Agreement – To provide MediaSite, software used to record and store teaching materials and videos, from 6/29/2018 to 6/29/2019. Irvine Valley College	\$9,900.00
<u>Clip Interpreting</u> Independent Contractor Agreement – To provide sign language interpreting services for the Psychology department from 8/21/2018 to 6/30/2019. Saddleback College	\$9,280.00
<u>SmartBear</u> Software License Agreement – For subscription of Alertsight Synthetic Measurements, an alerting software for monitoring MySite, from 9/26/2018 to 9/26/2019. District Services	\$9,000.00
<u>Agile Sports Technologies, Inc. dba Hudl</u> Software Service Agreement – For online coaching tools to be used by Athletic department from 7/1/2018 to 8/13/2019. Saddleback College	\$8,000.00

<u>The Portofino Hotel & Marina</u> Banquet Event Agreement – To provide location and catering services for the California Community Colleges' Real Estate Education Center conference from 9/27/2018 to 9/28/2018. Saddleback College	\$8,000.00
<u>RiddellDyna All American</u> Independent Contractor Agreement – For football helmet reconditioning and recertification services from 7/1/2018 to 6/30/2019. Saddleback College	\$8,000.00
<u>Taylor Tennis Courts</u> Construction Services Agreement (Change Order 1) – No cost six week extension, from 5/15/2018 to 6/30/2018, to install fence and netting at the baseball dugouts. Irvine Valley College	\$7,655.00
<u>Grace and Zen</u> Educational Service Agreement – To provide yoga classes offered by Community Education from 7/1/2018 to 8/9/2019. Saddleback College	\$7,500.00
<u>The Regents of University of California, Irvine (UCI) –</u> Educational Services Agreement – To provide youth writing classes offered by Community Education from 6/22/2018 to 8/10/2018. Saddleback College	\$7,000.00
<u>The Scanning Company</u> Independent Contractor Agreement – To scan, digitalize and shred Facilities Planning department's project binders from 5/25/2018 to 10/15/2018. District Services	\$7,000.00
<u>Siteimprove, Inc.</u> Software License Agreement – To provide editing access for the IVC.edu website by the Marketing department from 7/1/2018 to 6/30/2019. Irvine Valley College	\$6,850.00
<u>Symplicity Corporation</u> Software License Agreement – To provide student conduct software from 7/1/2018 to 6/30/2019. Saddleback College	\$6,449.60
<u>AVID Center</u> College Readiness Services Agreement– For faculty training in the AVID method of higher education teaching from 7/1/2018 to 6/30/2019. Saddleback College	\$5,900.00
<u>LogMeIn USA, Inc.</u> Software License Agreement –For subscription of Rescue Mobile, used by the help desk to provide remote support services, from 6/28/2018 to 6/28/2019. Irvine Valley College	\$5,495.00

<u>Meridian IT, Inc.</u> Maintenance Agreement – To provide maintenance services for Arista network switches from 7/1/2018 to 6/20/2019. District Services	\$5,409.60
<u>Plums Catering and Café</u> Independent Contractor Agreement – To provide full-service catering for the IDEA building's ground breaking celebration at ATEP on 4/18/2018. Irvine Valley College	\$5,080.74
<u>Bionerds, LLC</u> Educational Services Agreement – To provide biology workshops offered by Community Education from 7/2/2018 to 6/30/2020. Saddleback College	\$5,000.00



June 2018
Contracts with Values of \$0

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>Anaheim Elementary School District</u> Student Field Work/Observation Agreement – To provide teaching internship for students from 7/1/2018 to 6/30/2020. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Casa Romantica Cultural Center and Gardens</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Children's Hospital of Orange County</u> Clinical Training Affiliation Agreement (Amend No. 2) – To amend to include medical assisting internships for students from 8/1/2016 to 7/31/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>City of Laguna Niguel</u> Facility Use Agreement – To provide Emeritus classes at Sea Country Senior and Community Center from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>City of San Clemente</u> Facility Use Agreement – To provide the Dorothy Visser Senior Center for Emeritus classes from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>The Covington</u> Facility Use Agreement – To provide a location of Emeritus classes from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Faith Episcopal Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Florence Sylvester Memorial Senior Center</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/29/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Ghazini & Javaheri, MD, Inc.</u> Clinical Affiliation Agreement – To provide medical assisting internship for students from 7/1/2018 to 6/30/2023. <div style="text-align: right;">Saddleback College</div>	\$0.00

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

<u>Google Chrome Device Management</u> Education (on-line) Agreement – For the management of Chromebooks from 6/1/2018 to 6/1/2023. Saddleback College	\$0.00
<u>Laguna Country United Methodist Church</u> Facility Use Agreement - To provide a location for Emeritus classes from 5/29/2018 to 5/29/2019. Saddleback College	\$0.00
<u>MemorialCare Health System</u> Educational Affiliation Agreement – To provide medical assisting internship for students from 6/8/2018 to 6/8/2023. Saddleback College	\$0.00
<u>San Juan Capistrano Community Center</u> Facility Use Agreement – To provide the Old Fire Station Complex and Community Center Gymnasium for Emeritus classes from 5/29/2018 to 5/29/2019. Saddleback College	\$0.00
<u>Second Harvest Food Bank of Orange County</u> College Pantry Program Agreement and CalFresh Subcontractor Program– To provide on-site, food assistance program to students and their families from 2/1/2018 to 2/1/2020. Saddleback College	\$0.00
<u>Workday, Inc.</u> Addendum to Master Subscription Agreement –To provide access to Media Cloud, a new Workday service, from 5/3/2018 to 5/2/2019. District Services	\$0.00

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Amendment to Annual Approval for Student Trustee to Receive Compensation, to Make/Second Motions for Board Meetings, and term commencement

ACTION: Approval

BACKGROUND

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

STATUS

At the Board meeting on August 21, 2017, the Board of Trustees approved an adjustment of monthly board compensation pursuant to board policy and education code. The student member received a 5% increase in compensation from \$375 per month to \$393.75 per month.

At the Board meeting on May 21, 2018, the Board of Trustees approved the annual approval for student member to receive compensation and to make/second motions for board meetings. The compensation for the student trustee was approved in the amount of \$375 per month.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees amend the previously approved compensation for the Student Trustee in the amount of \$375 to \$393.75 per month paid by the District as well as allow the Student Trustee to make and second motions; and approve the term commencement date of May 15.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Board Member Compensation
ACTION: Approval

BACKGROUND

Compensation for members of the SOCCCD Board of Trustees as defined by Board Policy -164 Board Member Compensation, and pursuant to Education Code 72024, Article 3a (2), was approved at \$787.50 per month and the student member compensation was approved at \$393.75 per month at the Board of Trustees meeting on August 21, 2017.

Board policy and education code permits a governing board, on an annual basis to increase the compensation of governing board members beyond the limits, in an amount not to exceed five percent based upon the present monthly rate of compensation. Any increase made shall be effective upon approval by the governing board. However, any increase is subject to rejection in a referendum by a majority of the voters in the district.

STATUS

Following the approval of the recommended five percent increase at the Board of Trustees meeting on August 21, 2017, Board Policy 164 was not revised to reflect the new compensation amount.

Board Policy 164 – Board Member Compensation, will be reviewed and revised by the Board Policy Administrative Regulation Advisory Council (BPARC) and subsequently submitted to the Chancellor for review and study by the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees amend previously approved adjustment of monthly compensation pursuant to board policy and education code beginning August 2018.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Acceptance - Saddleback College Innovation and Effectiveness Grant Agreement

ACTION: Approval

BACKGROUND

The Institutional Effectiveness Partnership Initiative (IEPI) provides technical assistance through Partnership Resource Teams (PRT). This technical assistance is available to colleges, districts and centers that express interest in receiving support on self-identified issues. A short Letter of Interest is submitted by the institution's CEO. Team members are drawn from a pool of volunteer experts, formed together based on a process of matching their knowledge and experience with the areas of focus identified by the institutions, and then deployed for three visits. The first visit is for the initial gathering of information, the second visit is to help the institution develop improvement strategies and timelines in an Innovation and Effectiveness Plan, and the third visit is to provide follow-up support. Additional follow-up visits are available as needed. Grants of up to \$200,000 in seed money are available to institutions that receive team visits and submit their Innovation and Effectiveness Plans.

STATUS

Saddleback College submitted a Letter of Interest in November 2017 to assist in the development and implementation of a comprehensive enrollment management plan. The submission was accepted by IEPI, with the first and second visits taking place in March and May, respectively. Based upon the information gathered from the visits, an Institutional Innovation and Effectiveness Plan was developed, as seen in EXHIBIT C. The plan was reviewed and approved by the college Consultation Council. Upon submission to IEPI, Saddleback College became eligible for \$200,000 in seed money as seen in the Innovation and Effectiveness Grant Agreement identified in EXHIBIT B. The grant abstract is presented in Exhibit A. Funds will be used to implement the areas of focus and objectives of the Innovation and Effectiveness Plan in EXHIBIT C.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Innovation and Effectiveness Grant Agreement and accept this award for one-time funds in the amount of \$200,000 from the Santa Clarita Community College District, for a term of twelve months, as seen in EXHIBIT B.

Item Submitted By: *Dr. Jim Buysse, Interim President and Ann-Marie Gabel, Vice Chancellor, Business Services*

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

- ☐ GRANT APPLICATION ABSTRACT
☒ GRANT ACCEPTANCE ABSTRACT
☐ GRANT RENEWAL ACCEPTANCE ABSTRACT
☐ REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Innovation and Effectiveness Grant
2. **PROJECT DIRECTOR:** Tram Vo-Kumamoto
3. **PROJECT ADMINISTRATOR:** James Buysse
4. **GRANTOR AGENCY:** Santa Clarita Community College District
5. **FUNDING SOURCE:** California Community College Chancellor's Office (CCCCO)
6. **STARTING AND ENDING DATES OF THE PROJECT:** 08/01/18 – 06/30/18

EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):
The Institutional Effectiveness Partnership Initiative (IEPI) provides technical assistance through Partnership Resource Teams (PRT). This technical assistance is available to colleges and districts that express interest in receiving support on self-identified issues.

Saddleback College submitted a Letter of Interest in November 2017 to assist in the development and implementation of a comprehensive enrollment management plan. The submission was accepted by IEPI, and site visits took place in March and May, respectively. Based on the information gathered from the visits, an Institutional Innovation and Effectiveness Plan was developed. Upon submission of the plan to IEPI, Saddleback became eligible for \$200,000 in seed money as seen in the Innovation and Effectiveness Grant Agreement. Funds from the grant will be used to implement the areas of focus and objectives of the plan to develop and implement a comprehensive Enrollment Management Plan.

8. SUMMARY BUDGET

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$200,000	\$0	\$0	\$200,000

9. APPROVALS


Vice President, Student Services


Chancellor

7/18/2018


Vice President of Instruction


Vice Chancellor, Technology & Learning Services


President


Vice President, College Administration Services

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ _____	\$ _____	_____
2000 Classified Salaries	\$ _____	\$ _____	_____
3000 Benefits	\$ _____	\$ _____	_____
4000 Supplies	\$ _____	\$ _____	_____
5000 Contracted Services and Other Expenses	\$ <u>110,000.00</u>	\$ _____	_____
6000 Capital Outlay	\$ <u>90,000.00</u>	\$ _____	_____
7000 Other Charges (e.g.: Indirect Costs)	\$ _____	\$ _____	_____
TOTALS	\$ <u>200,000.00</u>	\$ _____	

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Mental Health Professionals –NBU (3)	[]	[]	[]	[]
2. Admin Support – NBU (1)	[]	[]	[]	[]
3.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

Partnership Name/Location _____

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit •Financial

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

INNOVATION AND EFFECTIVENESS GRANT AGREEMENT

South Orange County Community College District
Saddleback College

This Innovation and Effectiveness Grant Agreement ("Agreement") is between Santa Clarita Community College District ("SCCCD"), a California community college district and political subdivision of the State of California, and South Orange County Community College District ("Applicant District"). SCCC and Applicant District are also referred to collectively as the "Parties" and individually as "Party."

APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES:

1. **Project Implementation**– Applicant District must submit a completed Innovation and Effectiveness Grant Application ("Application") attached hereto as Exhibit A and made a part hereof. Applicant District will work to complete the Project as defined in Application based on College Innovation and Effectiveness Plan.
2. **Grant Funding** - Applicant District shall receive funding in the amount listed on the Application within forty-five (45) days of District's receipt of a fully-executed Agreement.
3. **Term** – Applicant District will have a period of twelve (12) months from the date of last signature on this Agreement to expend the funds received through the Institutional Effectiveness Partnership Initiative (IEPI) program ("Term"). Any request for extension will be subject to the written approval of SCCC. Any unused funds will be required to be returned per SCCC's directions.
4. **Quarterly Reports** - Applicant District agrees to complete and submit quarterly progress and expenditure reports beginning the end of the first full quarter, documenting the progress and funds expended to date per the Application within twenty (20) days of the end of each quarter. The end dates of each quarter are as follows: March 31, June 30, September 30 and December 31. Applicant District must use the Quarterly Report template attached hereto as Exhibit B. If Applicant District's quarterly expenditures are lower than expected, Applicant District must provide additional information and indicate the timeframe in expending the balance.
5. **Final Report** - Applicant District agrees to complete and submit a report to SCCC, documenting the impact and results of the College Innovation and Effectiveness Plan and grant funding, and the final accounting within twenty (20) days of the end of the twelve (12) month Term, including proof of expenditure i.e., District check, and invoice. Applicant District must use the template attached hereto as Exhibit B.
6. **Document Retention** – In accordance with State requirements regarding the use of Grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by SCCC, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the Grant.
7. **Changes to Application/Agreement** – Applicant District understands and agrees that no changes will be made to the approved expenditures after SCCC has approved the Application without written authorization by SCCC. Unauthorized changes will not be paid by SCCC.
8. **Regulatory Compliance** – By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's policies and procedures.
9. **Indemnification** - Applicant District agrees to defend, hold harmless and indemnify SCCC, its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, costs, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by Applicant District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by SCCC. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability and shall survive the termination of this Agreement.

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

10. **Assumption of Risk** - Applicant District hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action occurring to Applicant District arising in any way whatsoever as a result of engaging in the activities described in the Application or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. Applicant District does for itself, its heirs, executors, administrators and assigns hereby release, waive discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for itself, and agrees that under no circumstances will it or its heirs, executors, administrators and assigns prosecute, present any claim against the SCCC or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.
11. **Trademark/Logo Use**. Applicant District must obtain written approval from SCCC's Public Information Office ("PIO") to use SCCC's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Applicant District with camera-ready artwork for such use. SCCC, at its sole discretion, may limit or otherwise place conditions on Applicant District's use of SCCC's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Applicant District shall not revise, change, or otherwise alter any material related to SCCC's name and/or logo without written consent from SCCC.
12. **Creative Commons Attribution License**: Applicant District agrees that any works created under the Institutional Effectiveness and Technical Assistance Grant funded by the California Community Colleges Chancellor's Office carries the Creative Commons Attribution License that gives permission to the public to reproduce, distribute, perform, display, or adapt the licensed materials for any purpose so long as the user gives attribution to the author.
13. **Termination**. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, SCCC shall compensate Applicant District only for services satisfactorily rendered to the date of termination. Written notice by SCCC shall be sufficient to stop further performance of services by Applicant District. In such case, notice shall be deemed given when received by the Applicant District or no later than three (3) days after the day of mailing, whichever is sooner.
14. **Assignment**. The obligations of the Applicant District pursuant to this Agreement shall not be assigned by the Applicant District without the express, written approval of the SCCC.
15. **Compliance With Applicable Laws**. The Applicant District's obligations completed herein must meet the approval of the SCCC and shall be subject to the SCCC's general right of inspection to secure the satisfactory completion thereof. Applicant District 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 Applicant District, Applicant District's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If Applicant District fails to comply with any applicable Rule, Applicant District shall address the issue immediately at no additional cost to SCCC.
16. **Permits/Licenses**. Applicant District and all Applicant District'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.
17. **Entire Agreement/Amendment**. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure Section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

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 SCCC'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.

18. **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.

19. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against SCCCD 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.
20. **Non-Discrimination.** Applicant District 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 SCCCD, on the basis of 1. 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.
21. **Non-Waiver.** The failure of SCCCD or Applicant District 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.
22. **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: Santa Clarita Community College District
 Attn: Assistant Superintendent/VP Business Services
 26455 Rockwell Canyon Road
 Santa Clarita, CA 91355
 Phone: (661) 362-3476
 Fax: (661) 362-5480

Applicant District: South Orange County Community College District
 Saddleback College
 28000 Marguerite Parkway
 Mission Viejo, CA 92692
 949.582.4722
 Dr. Kathleen Burke, Chancellor

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.

23. **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.
24. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

APPLICANT APPROVER	DISTRICT	BOARD-AUTHORIZED	SANTA CLARITA COMMUNITY COLLEGE DISTRICT
BY:			BY:
	Signature of Authorized Representative		Signature of Authorized Representative
Print Name	Dr. Kathleen Burke		Print Name
Print Title	Chancellor		Print Title
			Deputy Chancellor
Date			Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. South Orange County Community College District	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► Public School	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 28000 Marguerite Parkway	Requester's name and address (optional) Santa Clarita Community College District 26455 Rockwell Canyon Road Santa Clarita, CA 91355
6 City, state, and ZIP code Mission Viejo, CA 92692	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[]	[]	[]	-	[]	[]	-	[]	[]	[]
or									
Employer identification number									
9	5	-	2	4	7	9	8	7	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>B. Mallias</i>	Date ► <i>1-1-18</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT A

SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("SCCCD")
Application
Innovation and Effectiveness Grant Request

PROJECT #

THIS BOX TO BE COMPLETED
BY SCCC

DISTRICT INFORMATION ("Applicant District")

District Name	South Orange County Community College District
College Name	Saddleback College
Street Address	28000 Marguerite Parkway
City	Mission Viejo, CA 92692
State, Zip	

APPLICANT DISTRICT/COLLEGE CONTACT INFORMATION

Primary (District)			
Contact Name	Lois Schwartz		
Title	Contracts Specialist		
Email Address	lschwartz@socccd.edu		
Telephone	949.348.6079	FAX #	
Secondary (College)			
Contact Name	James Buysse		
Title	Interim President		
Email Address	jbuysse@saddleback.edu		
Telephone	949.582.4722	FAX #	

DESCRIBE THE GRANT REQUEST AS STATED IN YOUR INNOVATION AND EFFECTIVENESS PLAN:

Saddleback College's Innovation and Effectiveness Plan seeks grant funds to develop and implement a comprehensive Enrollment Management Plan. Saddleback's areas of focus include:

1. Marketing/Outreach/Inreach SWOT analysis
2. Development of Institutional Framework
3. Budget/Growth SWOT analysis
4. Program Scheduling SWOT analysis

Based on the results of SWOT analysis, resources will be used on consulting fees to develop and implement a comprehensive marketing/outreach plan for the college and identify program level costs/budgets, as well as to purchase CRM/Technology to incorporate into marketing/outreach efforts. Resources will also be used to fund convenings and facilitate discussions to assist the workgroup in identifying the charge, roles, responsibilities, guiding principles, and framework of the Enrollment Management Plan. Finally, resources will be used for professional development and participation in Enrollment Management focused conferences.

TERM (NOT TO EXCEED TWELVE (12) MONTHS):

12 Months

AMOUNT REQUESTED:

\$200,000.00

(not to exceed \$200,000)

Please attach:

- Attachment A - Application Budget Summary
- Attachment B - College Innovation and Effectiveness Plan

Attachment A Application Budget Summary

Object Code of Expenditure	Object Code Description	Project Funds Requested	Detailed Description of Proposed Expenditure
Example:			
5000	Other Operating	\$50,000	Consultant to identify program level costs and budgets
5000	Professional Development	\$25,000	Professional Development/Conferences
6000	Technology	\$90,000	CRM/Technology to incorporate into marketing & outreach efforts
5000	Other Operating	\$5,000	Convening's/Retreats to facilitate Enrollment Management discussion (includes refreshments)
5000	Other Operating	\$30,000	Consultant for Enrollment Management/Marketing
	TOTAL:	\$200,000	

NOTE:

- Fringe benefits are only allowable for newly hired employees under the Grant.
- Indirect costs are not allowable under the Grant.

Attachment B
Innovation and Effectiveness Plan

INSERT

EXHIBIT B**IEPI Innovation and Effectiveness Grant Progress Report**

District Name	South Orange County Community College District
College Name	Saddleback College

Object of Expenditure	Budget	1 st Quarter Expenditure	1 st Quarter Balance	2 nd Quarter Expenditure	2 nd Quarter Balance	3 rd Quarter Expenditure	3 rd Quarter Balance	Final Expenditure	Final Unspent Balance
1000 Instructional Salary									
2000 Noninstructional Salary									
3000 Employee Benefits*									
4000 Supplies and Materials									
5000 Other Operating	\$110,000	\$40,000	\$70,000	\$40,000	\$30,000	\$30,000	0	\$110,000	0
6000 Capital Outlay	\$90,000	\$30,000	\$60,000	\$25,000	\$25,000	\$25,000	0	\$90,000	0
7000 Other Outgo									
Total	\$200,000	\$70,000	\$130,000	\$65,000	\$55,000	\$55,000	0	\$200,000	0

Summary of implementation of activities and expenditures: [INSERT]

If expenditures are lower than expected, or might appear to be lower than expected given the reporting period, please include a short description of the expected expenditures through the remaining period of the grant, and indicate whether you expect there to be an unexpended balance at the end of the one-year period of your grant:

[INSERT]

* Employee benefits are only allowable for newly hired employees under the Grant



INSTITUTIONAL EFFECTIVENESS PARTNERSHIP INITIATIVE

Participate | Collaborate | Innovate

Institutional Effectiveness Partnership Initiative
Partnership Resource Teams
Institutional Innovation and Effectiveness Plan
Date: July 11, 2018


Name of Institution: Saddleback College

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
A. Enrollment Management: Institutional Framework	1. ID charge, membership, roles and responsibilities of workgroup for Enrollment Management 2. ID guiding principles 3. ID framework	President	September 30, 2018	a. Establish Consultation Council as the workgroup for Enrollment Management. Convene a meeting dedicated to topic. b. Facilitate discussion and come to consensus on all three objectives. c. Identify additional members outside of CC membership to participate in each Area of Focus B-D. d. Identify CC member to lead the action steps for each area of focus; Lead develops detailed timeline for work.	a-c. Completed charge, membership, roles & responsibilities, guiding principles and framework for EM workgroup d. Lead identified and timeline for Action steps for Areas B-D completed.	a. b.
B. Enrollment Management: Budget/Growth SWOT analysis	1. Better understand total cost for an academic/engagement program 2. Understand implications of budget/funding formula changes	VPAS	End of Fall 2018	a. Work with VPI and VPSS to identify all academic/engagement programs. b. Pull together budget by program as opposed to by object code to better understand total cost. c. Assess for vulnerabilities caused by budget/funding formula changes and provide recommendations to address them. d. Offer Professional Development workshop(s) to communicate all findings to Consultation Council and Deans/Chairs.	a-b. Options to provide new way of reporting budget costs for academic/engagement programs developed and implemented c. Assessment completed and recommendations developed d. Increased knowledge among CC members and Dean/Chairs about potential ways to address budget implications	a. b.

Area of Focus	Objective	Responsible Person	Target Date for Achievement	Action Steps	Measure of Progress	Status As of Date:
C. Enrollment Management: Program Scheduling SWOT analysis	1. Gather student voices on alternate scheduling models 2. Assess & provide recommendations for better coordination/efficiency of scheduling various Program types (i.e., non-credit/credit, general education, etc.)	1. Research Office 2. VPI	1. End of Fall 2018; dissemination of findings Spring 2019 2. End of Spring 2019	1. Gather student voices a. ID existing scheduling patterns. b. ID alternate type of scheduling models by attending conferences/workshops, and potentially hiring a consultant on scheduling and enrollment management. c. ID student groups to survey. d. Develop survey. e. Administer survey. f. Analyze and disseminate findings through PD workshops. 2. Assess & provide recommendations for better coordination/efficiency of scheduling for GE and Programs a. Assess schedule by GE area. b. Assess Block Schedule by GE area. c. Compile assessment results, analyze and disseminate findings through PD workshops, specifically with Deans/Chairs (Spring 2019). d. Implement recommendations.	1. a. Patterns identified b. Alternate scheduling models identified c. Student groups for survey identified d-e. Data from survey gathered f. Findings analyzed and disseminated 2. a. Report of schedule, sorted by GE area b. Report of schedule, sorted by GE and by block c. PD workshop presentation and handouts created d. Recommendations implemented	a. b.
D. Enrollment Management: Marketing/Outreach/In-reach SWOT analysis	1. Develop and implement a comprehensive marketing/outreach/in-reach plan for the college	VPSS	a-b. End of Fall 2018 c. Spring 2019	a. Identify CRM system to incorporate into marketing/outreach efforts and implement it as soon as feasible b. Assess and compile a report of outreach/in-reach activities/gaps at the college level and division level c. Create plan to fill the gaps	a. CRM system identified and procured, implementation process started b. Report of all "outreach/in-reach activity" at the college and division level and list of gaps to be addressed c. Marketing/outreach/in-reach Plan developed	a. b.

Request for IEPI Resources to Support Institutional Innovation and Effectiveness Plan

Applicable Area(s) of Focus (Copy from table above.)	Applicable Objective(s) (Copy from table above.)	Description of Resource Needed (Refer to Action Steps above as appropriate.)	Cost of Resource
D. Enrollment Management: Marketing/Outreach/Inreach SWOT analysis	1. Develop and implement a comprehensive marketing/outreach/in-reach plan for the college	CRM Technology/Consultant to incorporate into marketing/outreach efforts. Acquire and implement, providing staff training.	\$120,000.00
A. Enrollment Management: Institutional Framework	1. ID charge, roles and responsibilities of workgroup for Enrollment Management 2. ID guiding principles 3. ID framework	Convening's dedicated to Enrollment Management to: 1. Facilitate discussion and come to consensus on objectives with assistance of a facilitator. 2. Identify folks who need to be involved outside of CC to participate in each Area of Focus B-D. 3. Develop schedule for work *Cost of resource includes refreshments for convening's.	\$5,000.00
B. Enrollment Management: Budget/Growth SWOT analysis	1. Better understand total cost for an academic/engagement program 2. Understand implications of budget/funding formula changes	Consultant fees/guest speakers to help identify and better understand program level costs and budgets.	\$50,000.00
Enrollment Management: A. Institutional Framework B. Program Scheduling SWOT analysis C. Marketing/Outreach/In-reach SWOT analysis	A. 1. ID charge, roles and responsibilities of workgroup for Enrollment Management 2. ID guiding principles 3. ID framework B. 2. Assess & provide recommendations for better coordination/efficiency of scheduling various Program types (i.e., non-credit/credit, general education, etc.) C. 1. Develop a comprehensive marketing/outreach/in-reach plan for the college	Professional Development/Conferences (e.g. Enrollment Management Annual Conference in San Diego)	\$25,000.00
Total IEPI Resource Request (not to exceed \$200,000 per college)			\$200,000.00

Approval	
Chief Executive Officer	
Name: Dr. Jim Buysse, Interim President	
Signature or 	
E-signature:	Date: 7/11/18

Collegial Consultation with the Academic Senate	
Academic Senate President (As applicable; duplicate if needed for district-level I&EP)	
Name: Blake Stephens	
Signature or E-signature:	Date:

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Regional Strong Workforce Participation Revised Agreement between Rancho Santiago Community College District and SOCCCD - Round 1, Year 1 Funds for Irvine Valley College

ACTION: Approval

BACKGROUND

In 2016, the state legislature approved a \$200 million appropriation to fund “better and more” career technical education throughout the state. In 2017 and 2018, additional \$200 million annual funding was appropriated to sustain the effort. The State Chancellor’s Office expects the funding to be ongoing. The funding was split 60 percent (directly to local colleges) and 40 percent for regional CTE development activities.

The first round of regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding was for July 1, 2017 through December 31, 2019 and July 1, 2018 through December 31, 2020. The nine Orange County community colleges collaborated on the desired projects where funding would be provided for the lead and participating colleges.

STATUS

Rancho Santiago Community College District (fiscal agent) has presented a Regional Strong Workforce Master Agreement (EXHIBIT A) to SOCCCD, to cover activities over a four year period from July 1, 2016 to June 30, 2020. This agreement was approved at the meeting of the Board of Trustees on May 15, 2017.

Originally, Irvine Valley College received \$570,506 to lead and participate in various regional CTE projects for the first round. Due to changes in the scope of work, allocated funding has been increased to \$581,595. These funds will be used to support career technical education program development and improvement with the other Orange County community colleges.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revised Regional Strong Workforce Participation Agreement (EXHIBIT A) with the Rancho Santiago Community College District awarding Irvine Valley College \$581,595 for the period of July 1, 2016 to December 31, 2018.

Item Submitted By: *Dr. Glenn Roquemore, President and Ann-Marie Gabel, Vice Chancellor, Business Services*

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Irvine Valley College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.1) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-17-2185-13.1.01
ACTION	Modification (May 2018)
Fiscal Year Allocation	2016 - 2017
Term	07/01/2016 - 12/31/18
Name of College	Irvine Valley College
District	South Orange County Community College District
Participation Agreement Point of Contact	
Name	Christopher McDonald
Title	Vice President for Instruction
Address	5500 Irvine Center Drive
City, State Zip	Irvine, CA 92618
Email and Phone	cmcdonald@ivc.edu , (949) 451-5212
REGIONAL PROJECTS	
1. Project Name	Biotechnology Education Partnership
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$35,106
c. Brief description of work to be performed	The Regional Biotechnology Education Partnership is designed to educate technical-level professionals with the skills required to earn immediate gainful employment in the fields of technology that utilize the science of biology.
2. Project Name	Drones Technology Initiative
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$85,599
c. Brief description of work to be performed	<i>Modification: decrease budget of \$130,000 by \$44,401 = \$85,599. Research and development of new programs and courses, and alignment with region and industry.</i>
3. Project Name	Energy & Sustainability Programs
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$190,673
c. Brief description of work to be performed	<i>Modification: decrease budget of \$205,400 by \$14,727 = \$190,673. Program administration for course alignment with 7 OC colleges; lead course alignment for all programs with 7 Orange County community colleges; and modify electrical courses to include advanced lighting.</i>

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Irvine Valley College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.1) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

4. Project Name	Regional CTE Marketing
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$60,737
c. Brief description of work to be performed	<i>Modification: allocation of \$60,737 to college for local CTE marketing.</i>
5. Project Name	Vertical Sector Leader - Biotechnology
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$200,000
c. Brief description of work to be performed	The goal of creating a Vertical Sector Lead for Biotechnology is to expand the ability of Orange County colleges' coordinated efforts, align initiatives, and create/build a range of opportunities across and between programs and colleges to develop a regionalized support network comprised of participating colleges, DSNs, K-12 and industry partners, and other stakeholders.
6. Project Name	Vertical Sector Leadership - Small Business & Entrepreneurship
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$9,480
c. Brief description of work to be performed	<i>Modification: allocate funds of \$9,480 . Certiport license MOS + ESB; Young Entrepreneurs Summer Institute.</i>
Total Allocation	\$581,595

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro, Ed.D.

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Regional Strong Workforce Participation Revised Agreement between Rancho Santiago Community College District and SOCCCD – Round 1, Year 1 Fund for Saddleback College

ACTION: Approval

BACKGROUND

In 2016, the state legislature approved a \$200 million appropriation to fund “better and more” career technical education throughout the state. In 2017 and 2018, additional \$200 million annual funding was appropriated to sustain the effort. The State Chancellor’s Office expects the funding to be ongoing. The funding was split 60 percent (directly to local colleges) and 40 percent for regional CTE development activities.

The first round of regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding was for July 1, 2017 through December 31, 2019 and July 1, 2018 through December 31, 2020. The nine Orange County community colleges collaborated on the desired projects where funding would be provided for the lead and participating colleges.

STATUS

Rancho Santiago Community College District (fiscal agent) has presented a Regional Strong Workforce Master Agreement to SOCCCD, to cover activities over a four year period from July 1, 2016 to June 30, 2020. This agreement was approved at the meeting of the Board of Trustees on May 15, 2017.

Originally, Saddleback College received \$2,560,000 to lead and participate in various regional CTE projects for the first round. Due to changes in the scope of work, allocated funding has been reduced to \$1,924,089. These funds will be used to support of career technical education program development and improvement with the other Orange County community colleges.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revised Regional Strong Workforce Participation Agreement (EXHIBIT A) with the Rancho Santiago Community College District awarding Saddleback College \$1,924,089 for the period from July 1, 2016 to December 31, 2018.

Item Submitted By: *Dr. James Buysse, Interim President and Ann-Marie Gabel, Vice Chancellor, Business Services*

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Saddleback College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.2) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-13.2
Participation Agreement Number	DO-17-2185-13.2.01
ACTION	Modification (May 2018)
Fiscal Year Allocation	2016/2017
Term	07/01/16 - 12/31/18
Name of College	Saddleback College
District	South Orange County Community College District
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advance Technology and Applied Science
Address	28000 Marguerite Pkwy
City, State Zip	Mission Viejo, CA 92692
REGIONAL PROJECTS	
1. Project Name	Advanced Transportation: Automotive Technology Collaborative
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$160,000
c. Brief description of work to be performed	Working with Cypress, Fullerton, Santa Ana, Saddleback, and Golden West, create an Orange County AutoTech Collaborative that markets the five CC automotive programs in the county. Work collaboratively to provide some portability and comparability of programs for both students and employers. Create showcases, competitions, and joint projects in support of the car culture of OC. By determining the strengths and growth areas for each program, focus regional resources to create unique programs that meet the needs of the students and employers of the region.
2. Project Name	Biotechnology Education Partnership
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Orange County Biotechnology Education Partnership: Four community colleges (FC, IVC, SAC, SCC) are collaborating closely to develop career training for high school and college students. The Bio manufacturing Technician Pathway is designed to educate technician-level professionals with the skills required to earn immediate gainful employment in the fields of technology that utilize the science of biology.
3. Project Name	CTE Instructor Professional Development and Mentorship
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$90,000
c. Brief description of work to be performed	Modification: reduce budget of \$200,000 by \$110,000 = \$90,000, to allocation funds to each college and DSNs who opt in for PD funds.

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Saddleback College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.2) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

4. Project Name	CyberPatriot
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	The CyberPatriot competitions meet a critical need for developing cyber skills and awareness in the K-12 segment.
5. Project Name	Drones/Aviation and Engineering Tech (Robotics & Automation)
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Drones/Aviation and Engineering Technician (Robotics and Automation) project will create a collaboration aligned to meet the evolving workforce and educational needs in three interrelated arenas: engineering technology and robotics, automation and the emerging technologies -- and associated occupational and educational opportunities-- of drones.
6. Project Name	Energy & Sustainability Programs
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	<i>Modification: exist the project, reduce budget of \$35,000 to \$0.</i>
7. Project Name	Regional CTE Marketing
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$1,474,089
c. Brief description of work to be performed	Modification: reduce budget of \$2,000,000 by \$525,911 = \$1,474,089, to allocate CTE marketing funds to each college and for LAOCRC to implement regional marketing projects approved by the lead.
8. Project Name	Regional NetLabs Project
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Coastline Community College will host the LA/OC regional NetLabs project where colleges in the region will maintain ownership of their NetLab equipment, but would house them at the Coastline site; all of the members (who donated or did not donate equipment) would utilize the virtual lab services on a minimal annual fee basis to cover the ongoing network administrative support, replacement, and maintenance/operation of the NetLab system. In essence, we would pool our equipment and let everyone use it.

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Saddleback College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.2) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

9. Project Name	Regional Website/"Catalog"
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Several colleges are either considering the implementation of new course catalog technologies, while several colleges in the LA/OC region are already using Course Leaf. The proposed project would consolidate and align these efforts in Orange County (and potentially in Los Angeles County). In addition, a shared Course Leaf-generated web site with information sourced directly from college catalogs can provide much needed information for students on courses, certificates and degrees leading to Career Pathways – data that would be valuable to business, industry and regional partners.
10. Project Name	Seamless Pathways from Non-Credit to Credit
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	The Seamless Pathways from Noncredit to Credit Initiative will create a regional resource for collaboration between Orange County's Adult Education providers and Community Colleges. In an effort for help students complete higher level certificates and degrees, the shared goal will be to significantly enhance, improve and align opportunities for students to seamlessly transition from noncredit to credit Career Technical Education (CTE) programs.
11. Project Name	VSL - Allied Health
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$200,000
c. Brief description of work to be performed	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.
12. Project Name	VSL - Biotechnology
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Saddleback College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.2) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

13. Project Name	VSL - Global Trade & Logistics
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.
13. Project Name	VSL - Retail Hospitality & Tourism
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.
14. Project Name	VSL - Small Business & Entrepreneurship
a. Is the college a Lead for this Project?	No
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	Develop a regionalized sector support network for identified sectors. Identifying college champion who will become a resource to coordinate and support participating regional colleges. Working with DSNs, college champion would develop sector development and partnerships with K-12, industry, WDB, and other stakeholders. Outcome would focus on sector development, curriculum and program alignment, support structure.
Total Allocation	\$1,924,089

EXHIBIT A

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes a modification of **Saddleback College's** Scope of Work for the **2016-2017** allocation of Strong Workforce Regional Funds (DO-17-2185-13.2) under the Master Agreement, DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Regional Strong Workforce Participation Agreements between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Funds for Irvine Valley College

ACTION: Approval

BACKGROUND

In 2016, the state legislature approved a \$200 million appropriation to fund “better and more” career technical education throughout the state. In 2017 and 2018, an additional \$200 million of annual funding was appropriated to sustain the effort. The State Chancellor’s Office expects the funding to be ongoing. The funding was split 60 percent (directly to local colleges) and 40 percent for regional CTE development activities.

The first round of regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding was for July 1, 2017 through December 31, 2019 and July 1, 2018 through December 31, 2020. The nine Orange County community colleges collaborated on the desired projects where funding would be provided for the lead and participating colleges.

STATUS

Rancho Santiago Community College District (fiscal agent) has presented a Regional Strong Workforce Master Agreement to SOCCCD, to cover activities over a four year period from July 1, 2016 to June 30, 2020. Irvine Valley College has been awarded \$156,968 and \$142,296 for the funding years July 1, 2017 to December 31, 2019 and July 1, 2018 to December 31, 2020. These funds are to lead and participate in various regional CTE projects for the second round of funding. These funds will be used to support career technical education program development and improvement with the other Orange County community colleges.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Regional Strong Workforce Participation Agreement (EXHIBIT A) with the Rancho Santiago Community College District awarding Irvine Valley College \$156,968 and \$142,296 for the funding years July 1, 2017 to December 31, 2019 and July 1, 2018 to December 31, 2020, respectively.

Item Submitted By: *Dr. Glenn Roquemore, President and Ann-Marie Gabel, Vice Chancellor, Business Services*

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

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

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-18-2225-26
ACTION	Modification (May 2018)
Fiscal Year Allocation	2017-2018
Term	07/01/2017 - 12/31/19
Name of College	Irvine Valley College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Christopher McDonald
Title	Vice President for Instruction
Address	5500 Irvine Center Drive
City, State Zip	Irvine, CA 92618
Phone, Email	(949) 451-5212
SWP-Regional Share FY 17/18 - REGIONAL PROJECTS	
1. Project Name	Automation Pathways
a. Is the college a Lead for this Project?	No (lead transferred to Santiago Canyon College)
b. Amount of funds for this project	\$0
c. Brief description of work to be performed	<i>Modification: exited the project. Reduce budget of \$190,000 to \$0.</i>
2. Project Name	Biotechnology Consortium
a. Is the college a Lead for this Project?	No (lead transferred to Santiago Canyon College)
b. Amount of funds for this project	\$45,000
c. Brief description of work to be performed	<i>Modification: reduced budget of \$244,999 by \$ = \$45,000. Project leadership transferred to Santiago Canyon College.</i>
3. Project Name	Careers in Education Pathway Collaborative
a. Is the college a Lead for this Project?	No (lead is Santiago Canyon)
b. Amount of funds for this project	\$50,000
c. Brief description of work to be performed	Participate in a regional project designed to address the teacher shortage in the region, especially in STEM and CTE, by implementing a Careers In Education (CIE) Pathway program that engages k-12 and college students in early employment and on-going education towards higher levels of education and employment as K-12 teachers.
4. Project Name	Regional CTE Marketing
a. Is the college a Lead for this Project?	No (lead is Saddleback)
b. Amount of funds for this project	\$61,968
c. Brief description of work to be performed	<i>Modification: funds for local CT marketing from 17% funds</i>
Total Allocation	\$156,968

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

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

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

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

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

Participation Agreement - Summary Sheet

Scope of Work for Strong Workforce Program – Regional Funds

This Participation Agreement constitutes **Irvine Valley College's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-18-2183-26
ACTION	<i>Original</i>
Fiscal Year Allocation	2018-2019
Term	07/01/2018 - 12/31/20
Name of College	Irvine Valley College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Christopher McDonald
Title	Vice President for Instruction
Address	5500 Irvine Center Drive
City, State Zip	Irvine, CA 92618
Phone, Email	(949) 451-5212
SWP-Regional Share FY 18/19 - REGIONAL PROJECTS	
1. Project Name	Biotechnology Consortium
a. Is the college a Lead for this Project?	No (lead transferred to Santiago Canyon College)
b. Amount of funds for this project	\$45,000
c. Brief description of work to be performed	Develop biotechnology programs and pathways.
2. Project Name	Careers in Education Pathway Collaborative
a. Is the college a Lead for this Project?	No (lead is Santiago Canyon)
b. Amount of funds for this project	\$50,000
c. Brief description of work to be performed	Participate in a regional project designed to address the teacher shortage in the region, especially in STEM and CTE, by implementing a Careers In Education (CIE) Pathway program that engages k-12 and college students in early employment and on-going education towards higher levels of education and employment as K-12 teachers.
3. Project Name	Regional CTE Marketing
a. Is the college a Lead for this Project?	No (lead is Saddleback)
b. Amount of funds for this project	\$47,296
c. Brief description of work to be performed	Funds for local CTE marketing.
Total Allocation	\$142,296

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

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

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

This Participation Agreement constitutes **Irvine Valley College's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Regional Strong Workforce Participation Agreements between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Funds for Saddleback College, Early College Credit Regional Scale Up

ACTION: Approval

BACKGROUND

In 2016, the state legislature approved a \$200 million appropriation to fund “better and more” career technical education throughout the state. In 2017 and 2018, an additional \$200 million of annual funding was appropriated to sustain the effort. The State Chancellor’s Office expects the funding to be ongoing. The funding was split 60 percent (directly to local colleges) and 40 percent for regional CTE development activities.

The first round of regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding was for July 1, 2017 through December 31, 2019 and July 1, 2018 through December 31, 2020. The nine Orange County community colleges collaborated on the desired projects where funding would be provided for the lead and participating colleges.

STATUS

Rancho Santiago Community College District (fiscal agent) has presented a Regional Strong Workforce Master Agreement to SOCCCD, to cover activities over a four year period from July 1, 2016 to June 30, 2020. This agreement was approved at the meeting of the Board of Trustees on May 15, 2017. Saddleback College has been allocated \$150,000 for the period of July 1, 2017 to December 31, 2019 and \$150,000 for the period of July 1, 2018 to December 31, 2020, respectively, for participation in the development of career pathways and dual enrollment in the Orange County region. These funds are for the support of classified management and/or staff at either the district or college level to support the objectives of the regional SWP project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Regional Strong Workforce Participation Agreement (EXHIBIT A) with the Rancho Santiago Community College District awarding Saddleback College \$150,000 for the period of July 1, 2017 to December 31, 2019 and \$150,000 for the period of July 1, 2018 to December 31, 2020, respectively.

Item Submitted By: *Dr. James Buysse, Interim President and Ann-Marie Gabel, Vice Chancellor, Business Services*

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

This Participation Agreement constitutes **South Orange Community College District's** Scope of Work for the **2017-2018** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-03**, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-03
Participation Agreement Number	DO-18-2225-21
ACTION	<i>Modification (May 2018)</i>
Fiscal Year Allocation	2017-2018
Term	07/01/2017 - 12/31/19
Name of College	n/a
District	Coast Community College District South Orange County Community College District
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advanced Technology and Applied Science
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
Phone, Email	(949) 582-4895, ateng@saddleback.edu
SWP-Regional Share FY 17/18 - REGIONAL PROJECTS	
1. Project Name	Early College Credit Regional Scale-Up
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$150,000
c. Brief description of work to be performed	Support career pathway/dual enrollment development
Total Allocation: SWP-RF Round 2 Year 1	\$150,000

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

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

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

This Participation Agreement constitutes **South Orange Community College District's** Scope of Work for the **2017-2018** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-03**, and is subject to the terms and conditions as outlined in the Master Agreement.

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

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

This Participation Agreement constitutes **South Orange Community College District's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-03**, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-03
Participation Agreement Number	DO-18-2183-21
ACTION	<i>Modification (May 2018)</i>
Fiscal Year Allocation	2018-2019
Term	07/01/2018 - 12/31/20
Name of College	n/a
District	South Orange County Community College District
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advanced Technology and Applied Science
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
Phone, Email	(949) 582-4895, ateng@saddleback.edu
SWP-Regional Share FY 18/19 - REGIONAL PROJECTS	
1. Project Name	Early College Credit Regional Scale-Up
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$150,000
c. Brief description of work to be performed	Support career pathway/dual enrollment development
Total Allocation	\$150,000

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

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

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

This Participation Agreement constitutes **South Orange Community College District's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-03**, and is subject to the terms and conditions as outlined in the Master Agreement.

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Regional Strong Workforce Participation Agreement between Rancho Santiago Community College District and SOCCCD – Round 2, Year 1 and Year 2 Fund for Saddleback College, CTE Projects

ACTION: Approval

BACKGROUND

In 2016, the state legislature approved a \$200 million appropriation to fund “better and more” career technical education throughout the state. In 2017 and 2018, an additional \$200 million of annual funding was appropriated to sustain the effort. The State Chancellor’s Office expects the funding to be ongoing. The funding was split 60 percent (directly to local colleges) and 40 percent for regional CTE development activities.

The first round of regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding was for July 1, 2017 through December 31, 2019 and July 1, 2018 through December 31, 2020. The nine Orange County community colleges collaborated on the desired projects where funding would be provided for the lead and participating colleges.

STATUS

Rancho Santiago Community College District (fiscal agent) has presented a Regional Strong Workforce Master Agreement to SOCCCD, to cover activities over a four year period from July 1, 2016 to June 30, 2020. This agreement was approved at the meeting of the Board of Trustees on May 15, 2017.

Saddleback College has been awarded \$1,699,968 for the funding years July 1, 2017 to December 31, 2019 and \$1,702,496 for the funding years July 1, 2018 to December 31, 2020. These funds are to lead and participate in various regional CTE projects for the second round of funding. These funds will be used to support career technical education program development and improvement with the other Orange County community colleges.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Regional Strong Workforce Participation Agreement (EXHIBIT A) with the Rancho Santiago Community College District awarding Saddleback College \$1,699,968 for the funding years July 1, 2017 to December 31, 2019 and \$1,702,496 for the funding years July 1, 2018 to December 31, 2020, respectively.

Item Submitted By: *Dr. James Buysse, Interim President, and Ann-Marie Gabel, Vice Chancellor, Business Services*

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

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

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-18-2225-29
ACTION	<i>Modification (May 2018)</i>
Fiscal Year Allocation	2017-2018
Term	07/01/2017 - 12/31/19
Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advanced Technology and Applied Science
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
Phone, Email	(949) 582-4895, ateng@saddleback.edu
SWP-Regional Share FY 17/18 - REGIONAL PROJECTS	
1. Project Name	Careers in Education Pathway
a. Is the college a Lead for this Project?	No (lead is Santiago Canyon College)
b. Amount of funds for this project	\$50,000
c. Brief description of work to be performed	Develop Careers in Education Pathways
2. Project Name	Marketing & Branding
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$1,349,968
c. Brief description of work to be performed	<i>Modification: allocation of \$61,968 for local CTE marketing.</i> Lead the regional project to develop and invest in the following: 1) A sustainable marketing and branding strategy including development of marketing materials and outreach resources. 2) Development of social media and web-based resources to support marketing and outreach. 3) Development of outreach methods that can be used regionally and locally to promote current and future career education programs. 4) Establish a story map platform that will provide career education information and drive interested parents and students to sector/college points of contact to increase student enrollment. 5) Provide a web-based resource to provide CTE information to the community. 6) Support K-14 counselor collaboration by maintaining a CTE Counselor Network.
3. Project Name	Vertical Sector Lead: Allied Health
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$300,000
c. Brief description of work to be performed	Lead a project to compile data to identify critical training needs; coordinate alignment efforts among 5 colleges; support health training program improvements; collaborate to develop pathways for high school students; increase readiness and decrease time for completion; develop articulation agreements to reduce credit duplication after transfer; and build pathways for incumbent workers.
Total Allocation	\$1,699,968

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

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

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

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

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

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

This Participation Agreement constitutes **Saddleback College's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

Master Agreement Number	DO-17-2185-13
Participation Agreement Number	DO-18-2183-29
ACTION	<i>Original</i>
Fiscal Year Allocation	2018-2019
Term	07/01/2018 - 12/31/20
Name of College	Saddleback College
District	South Orange County CCD
Participation Agreement Point of Contact	
Name	Anthony Teng
Title	Dean, Advanced Technology and Applied Science
Address	28000 Marguerite Parkway
City, State Zip	Mission Viejo, CA 92692
Phone, Email	(949) 582-4895, ateng@saddleback.edu
SWP-Regional Share FY 18/19) - REGIONAL PROJECTS	
1. Project Name	Careers in Education Pathway
a. Is the college a Lead for this Project?	No (lead is Santiago Canyon College)
b. Amount of funds for this project	\$50,000
c. Brief description of work to be performed	Develop Careers in Education Pathways
2. Project Name	Data Science Pathway Specialist
a. Is the college a Lead for this Project?	No (lead is Golden West College)
b. Amount of funds for this project	\$17,200
c. Brief description of work to be performed	Develop data science pathways
3. Project Name	Marketing & Branding
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$1,335,296
c. Brief description of work to be performed	Lead the regional project to develop and invest in the following: 1) A sustainable marketing and branding strategy including development of marketing materials and outreach resources. 2) Development of social media and web-based resources to support marketing and outreach. 3) Development of outreach methods that can be used regionally and locally to promote current and future career education programs. 4) Establish a story map platform that will provide career education information and drive interested parents and students to sector/college points of contact to increase student enrollment. 5) Provide a web-based resource to provide CTE information to the community. 6) Support K-14 counselor collaboration by maintaining a CTE Counselor Network.

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

This Participation Agreement constitutes **Saddleback College's** Scope of Work for the **2018-2019** allocation of Strong Workforce Regional Funds under the Master Agreement **DO-17-2185-13**, and is subject to the terms and conditions as outlined in the Master Agreement.

4. Project Name	Vertical Sector Lead: Allied Health
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$300,000
c. Brief description of work to be performed	Lead a project to compile data to identify critical training needs; coordinate alignment efforts among 5 colleges; support health training program improvements; collaborate to develop pathways for high school students; increase readiness and decrease time for completion; develop articulation agreements to reduce credit duplication after transfer; and build pathways for incumbent workers.
Total Allocation	\$1,702,496

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

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

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

Name of President or Designee:

Signature: _____ Date: _____

Name of Fiscal Officer or Designee:

Signature: _____ Date: _____

Regional Consortium

LA/OC RC Director: Gustavo Chamorro

Signature: _____ Date: _____

RSCCD - Fiscal Agent

Name of Fiscal Agent Representative: Sarah Santoyo

Signature: _____ Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Irvine Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020

ACTION: Review and Study

BACKGROUND

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

The first SOCCCD-IUSD College and Career Access Pathways (CCAP) agreement for biotechnology at Northwood High School was approved in 2016. Since fall 2016, more than 50 students have enrolled in the biotechnology pathway at Northwood High School. A total of 21 students have attained the Biotechnology: Lab Assistant certificate of achievement after participating in dual enrollment programs in the Irvine Unified and Capistrano Unified school districts. This agreement is one of three CCAP agreements currently up for renewal.

STATUS

This agreement extends the partnership for two more years and adds additional courses in biotechnology, business, math and other fields. The agreement also lays the groundwork for expanding dual enrollment programs into other IUSD high schools. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment, SOCCCD (Irvine Valley College) - Irvine Unified School District College & Career Access Pathways Partnership Agreement, fall 2018-summer 2020.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Irvine Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

**DUAL ENROLLMENT
SOCCCD (IRVINE VALLEY COLLEGE)-IRVINE UNIFIED SCHOOL DISTRICT
COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
2018-2020**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange Community College District SOCCCD (Irvine Valley College) and Irvine Unified School District (IUSD). The agreement is effective August 20, 2018 through August 21, 2020.

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

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

76004. Notwithstanding Section 76001 or any other law:

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

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

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: July 30, 2018
- (b) Public Comment/Approval Board Meeting Date: August 27, 2018

IUSD Board Meetings:

- (a) Information Board Meeting Date: July 10, 2018
- (b) Public Comment/Approval Board Meeting Date: August 21, 2018

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

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

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

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

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi

Title: Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs

Contact Information: 949-451-5204, tfahimi@ivc.edu

IUSD Point of Contact:

Name: Keith Tuominen

Title: Director, Secondary Education

Contact Information: (949) 936-5047, keithtuominen@iusd.org

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

Date of CCAP submission to the Chancellor's Office: August 15, 2016.

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

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

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

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

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

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

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

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

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

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

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

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

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

(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

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

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

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

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

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

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

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

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

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

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

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

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

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

IUSD and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

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

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

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

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

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

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

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

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

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

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

SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected by this Agreement to no more than two college sections during the regular high school day for each CCAP pathway listed in Appendix A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Director of Finance.

(3) *The Superintendent.*

(v) *A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.*

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

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

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

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

EXIT CLAUSE

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

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

SHARING OF EXPENSES

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

WORKERS' COMPENSATION INSURANCE

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

GENERAL LIABILITY INSURANCE

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

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

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

HOLD HARMLESS CLAUSE

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

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

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

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

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

_____	_____
Kathleen F. Burke, Chancellor South Orange County Community College District	Date

_____	_____
Glenn R. Roquemoire, President, Irvine Valley College	Date

_____	_____
Terry L. Walker Superintendent, Irvine Unified School District	Date

APPENDIX A

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

I. Biotechnology CCAP at Northwood High School

SCOPE:

Approximately 200 hours of classroom lecture and laboratory college-level instruction in biotechnology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in biotechnology offered by Irvine Valley College. Offerings are open to students of Northwood High School exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

The IVC courses will be scheduled on the Northwood High School campus Tuesday afternoons during the fall and spring terms. Courses offered in the fall will end in mid-December, courses in the spring will start in late January and end in late May.

COURSE DESCRIPTIONS (LISTING):

BIOT 70: Introduction to Biotechnology

3 Units: 3 hours lecture

Transfers: CSU, UC credit pending

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

BIOT 70L: Introductory Biotechnology Laboratory

1 Unit: 3 hours lab

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

BIOT 273 Biotechnology A: Basic Lab Skills

4 Units: 3 hours lecture, 3 hours lab

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

COSTS:

Instructor: Will be provided by: Irvine Valley College
Estimated cost: 12 LHE x \$1,500 = \$18,000 per year

Textbooks: are not required
 are required
Will be provided by: IUSD
Estimated cost (based on max enrollment):
Year 1: \$280 x 40 (textbooks & lab manual)= \$11,200
Year 2: \$0 (textbooks and lab manual to be re-used)

Supplies: Will be provided by: Irvine Valley College
Estimated cost: \$1,920 per year

II. Business CCAP at Northwood High School

SCOPE:

Approximately 200 hours of classroom lecture and laboratory college-level instruction in biotechnology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in business entrepreneurship offered by Irvine Valley College. Offerings are open to students of Northwood High School exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

The IVC courses will be scheduled on the Northwood High School campus or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand.

COURSE DESCRIPTIONS (LISTING):

ENTR 200 Pathways to Success 1 Unit: 1 hour lecture. This interactive course enables students to engage in the fundamental aspects of creatively developing frameworks of passion and purpose as a means of personal empowerment and wealth. The course promotes entrepreneurial thinking across disciplines and assists students in developing a process for transforming ideas into sustainable success. Students will examine how others overcame adversity and achieved success. The course includes individualized learning assessments designed to assist the student in exploring their frameworks of thought and entrepreneurial potential.

ENTR 211 Business Models: The Design and Delivery of Value 2 Units: 2 hours lecture. Successful entrepreneurs are able to describe how their organization creates, delivers, and captures value. This cross-disciplinary course helps students understand business model generation by examining customer segments, profitability and the process of identifying business goals, developing strategic objectives, critical success factors, and key performance indicators for entrepreneurial endeavors. Students will learn how to filter business opportunities, project whether business opportunities can be scalable, identify and validate potential markets, and estimate profitability.

ENTR 212 Market Validation and Research 1 Unit: 1 hour lecture. This course explores a variety of resources, tools, and techniques for collecting and analyzing market research data. It engages students in the process of assessing target markets, implementing a market validation strategy, and interpreting primary and secondary research to create effective plans and forecasts. The course illustrates how targeting the market can reduce marketing costs and increase effectiveness. It also discusses common marketing mistakes and the limits of market research.

COSTS:

Instructor: Will be provided by: Irvine Valley College
Estimated cost: 4 LHE x \$1,500 = \$6,000 per year

Textbooks: are not required
 are required
Will be provided by: IUSD
Estimated cost (based on max enrollment):
Year 1: \$50 x 100 e-book licenses OR \$100 x \$50 textbooks
= \$5,000.
Year 2: \$0 (textbooks to be re-used)

Supplies: Will be provided by: N/A
Estimated cost: \$0. There are no materials or supplies
fees associated with the above-listed classes.

III. Math Readiness CCAP Courses

SCOPE:

To be determined by mutual agreement during the timespan of this agreement. Approximately 200 hours of classroom lecture and laboratory college-level instruction in a basic skills math courses that constitute pathways to college-level math instruction.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in basic skills math offered by Irvine Valley College. Offerings are open to students of the IUSD exclusively and are in full compliance with AB 288. Courses provide a pathway to college-level math instruction.

TIME AND LOCATION:

The IVC courses will be scheduled on various IUSD high school campuses and/or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand. Classes may also be offered online.

COURSE DESCRIPTIONS (LISTING):

MATH 253 INTERMEDIATE ALGEBRA *5 Units - 5 hours lecture*

Prerequisite: Placement by current assessment process or successful completion of MATH 353 with a 'C' or better.

Recommended Preparation: Concurrent enrollment in TU 301 strongly recommended. This course is the continuation of elementary algebra and is intended to prepare students for subsequent math classes. It includes the study of the real number system, open sentences in one variable, polynomials, factoring, systems of linear equations, rational

numbers, and functions. The course also covers irrational and complex numbers, quadratic equations and functions, exponential and logarithmic functions, and quadratic relations and systems.

MATH 353 ELEMENTARY ALGEBRA *5 Units - 5 hours lecture*

Prerequisite: Placement by current assessment process or successful completion of MATH 351 with a 'C' or better.

Corequisite: MATH

353L

This is the first course in algebra. The course introduces signed numbers, equations and inequalities, graphs, linear equations, functions, and polynomials. Students perform arithmetic operations with a real numbers and algebraic expressions; graph and solve linear equations and inequalities; and perform algebraic operations with polynomials, rational expressions, and equations. This course is similar to the first year of high school algebra.

COSTS:

Instructor: Will be provided by: Irvine Valley College
Estimated cost: 24 LHE x \$1,500 = \$36,000 per year

Textbooks: _____ are not required
□ are required
Will be provided by: IUSD
Estimated cost (based on max enrollment):
Year 1: \$21 x 120 (access codes)= \$2,520
Year 2: \$21 x 120 (access codes)= \$2,520

Supplies: Will be provided by: N/A
Estimated cost: \$0. There are no materials or supplies fees associated with the above-listed classes.

IV. Other CCAP Courses

SCOPE:

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

NATURE OF THE COURSES:

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

TIME AND LOCATION:

The IVC courses will be scheduled on various IUSD high school campuses or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand.

COURSE DESCRIPTIONS (LISTING):

The courses listed below may be offered during the effective dates of this agreement by mutual agreement. Neither the SOCCCD nor IUSD are obligated to offer these courses.

ANTH 1 INTRODUCTION TO PHYSICAL ANTHROPOLOGY 3 Units - 3 hours lecture
Transfers: CSU, UC

This course is the study of human biology within the framework of evolution, with an emphasis on the interaction between biology and culture. The course introduces students to the principles of evolution and natural selection, the fossil evidence of human evolution, primate behavior, and the biological basis of human variation. Credit may be earned in either ANTH 1 or [ANTH 1H](#), but not both.

ASTR 20 GENERAL ASTRONOMY 3 Units - 3 hours lecture
Transfers: CSU, UC

This introductory course traces the development of astronomy from ancient times to the present. The course examines the solar system, including the moon, sun, and planets; the composition and evolution of stars and galaxies; and theories of the origin of the universe. Field trips may be required to fulfill the objectives of this course.

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

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

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

COMM 1 COMMUNICATION FUNDAMENTALS 3 Units - 3 hours lecture
Transfers: CSU, UC

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

COUN 1 ACADEMIC PLANNING 1.5 Units - 1.5 hours lecture
Transfers: CSU, UC

This course is designed to introduce students to a successful college and transfer experience. The course examines the opportunities and requirements for vocational certificates, associate degrees, and baccalaureate and higher degrees. A major focus is

helping students identify and overcome obstacles to academic success. The course introduces college survival skills and issues, including college expectations, student motivations, study skills, time management, college resources, and academic policies. Students develop an academic plan based on their individual educational goals and discuss strategies for choosing a major. Credit may be earned in either COUN 1 or [COUN 1H](#), but not both

COUN 6 ACADEMIC, CAREER AND LIFE SUCCESS *3 Units - 3 hours lecture*
Transfers: CSU, UC

A comprehensive course that integrates personal, professional, career and academic growth through the development and application of effective communication skills, positive self-image and self-esteem, self-advocacy and strategies for problem solving and decision making. Students examine individual morals, values, and motivation from psychological, social and physiological perspectives. Course covers goal setting, financial literacy, basic communication skills, diversity and balancing the challenges faced in today's society. Emphasis is on holistic student development. Credit may be earned for either COUN 6 or 6H, but not both.

COUN 102 CAREER EXPLORATION AND LIFE PLANNING *3 Units - 3 hours lecture*
Transfers: CSU, UC

This course provides students with the opportunity to conduct self-assessments and to apply the results to the process of making career and life decisions, including selecting an academic major. The course includes assessments of values, interests, personality characteristics, skills and learning styles. Students use a variety of resources to research and evaluate career and life options. The course presents decision-making models, goal-setting techniques and job-search strategies related to each student's short- and long-term goals.

JA 1 BEGINNING JAPANESE I *5 Units - 5 hours lecture*
Transfers: CSU, UC

This course is designed to develop the fundamentals of communicating in Japanese, including listening comprehension, reading, and basic conversation. The emphasis is on the comprehension of native spoken and written Japanese. The course introduces reading and writing Japanese syllabic symbols and selected kanji characters. It also presents general aspects of Japanese daily life and culture. Throughout the course, the role of grammar is secondary to that of acquiring basic competency in reading, writing, and speaking Japanese and inferring its meaning. JA 1 is equivalent to two years of high school Japanese. Credit may be earned in either JA 1 or 1H, but not both.

MUS 28 HISTORY OF ROCK MUSIC *3 Units - 3 hours lecture*
Transfers: CSU, UC

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

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

This course is designed to develop the student's ability to understand and communicate in American Sign Language (ASL). The course introduces the language of sign; the manual alphabet (finger spelling); and the basic vocabulary, grammar, syntax, and conversational

conventions of ASL. The emphasis is on ASL as a visual-gestural language and on the unique cultural and linguistic features of the Deaf community. SIGN 21 is equivalent to two years of high school ASL.

SOC 1 INTRODUCTION TO SOCIOLOGY *3 Units - 3 hours lecture*

Transfers: CSU, UC

This course explains how society shapes people's lives and how individual behavior is largely shaped by the groups to which we belong. The course investigates the structure and function of groups, organizations, and societies, and how people interact within these contexts. Since all human behavior is social, the subject matter of sociology is vast, ranging from the intimate family to the hostile mob; from organized crime to religious cults; from the division of race, gender and social class to the shared beliefs of a common culture; and from the sociology of work to the sociology of the media. Credit in either SOC 1 or 1H, but not both. C-ID: SOCI 110.

COSTS:

Instructor:	Will be provided by: <u>Irvine Valley College</u>
	Estimated cost: <u>1.5 LHE x \$1,500 = \$2,250 per class</u> <u>3 LHE x \$1,500 = \$4,500 per class</u> <u>4 LHE x \$1,500 = \$6,000 per class</u> <u>5 LHE x \$1,500 = \$7,500 per class</u>
Textbooks:	<u> </u> are not required <u>✓</u> are required Will be provided by: <u>IUSD</u> Estimated cost (based on max enrollment): Year 1: <u>Will vary based on class requirements</u> Year 2: <u>Will vary based on class requirements</u>
Supplies:	Will be provided by: <u>N/A</u> Estimated cost: <u>\$0. There are no materials or supplies fees associated with the above-listed classes.</u>

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020

ACTION: Review and Study

BACKGROUND

AB 288 Public Schools: College and Career Pathways, passed in 2015, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into the agreement to deliver Irvine Valley College (IV) courses to students in CUSD high schools. This partnership provides the opportunity for students to gain an early start to a certificate in biotechnology. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

The first SOCCCD - CUSD College and Career Access Pathways (CCAP) agreement for biotechnology at Dana Hills High School (DHHS) was approved in 2016. Since fall 2016, more than 240 students have enrolled in biotechnology pathways coursework at DHHS. A total of 21 students have attained the Biotechnology: Lab Assistant certificate of achievement after participating in dual enrollment programs in the Irvine Unified and Capistrano Unified school districts. This agreement is one of three CCAP agreements currently up for renewal.

STATUS

This agreement extends the partnership between SOCCCD (IVC) and CUSD (DHHS) for two more years. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment, SOCCCD (Irvine Valley College)-Capistrano Unified School District College & Career Access Pathways Partnership Agreement, fall 2018-summer 2020.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

Item Submitted By: *Dr. Glenn R. Roquemore, President and Ann-Marie Gabel, Vice Chancellor, Business Services*

**DUAL ENROLLMENT
BIOTECHNOLOGY COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
FALL 2018-SUMMER 2020**

This is a Biotechnology College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District (SOCCCD) and Capistrano Unified School District (CUSD). The agreement is effective August 20, 2018 through August 21, 2020.

For clarity this document recites in italicized font, the verbatim language from Education Code Section 76004.

76004. Notwithstanding Section 76001 or any other law:

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

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

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: July 30, 2018
- (b) Public Comment/Approval Board Meeting Date: August 27, 2018

CUSD Board Meetings:

- (a) Information Board Meeting Date: July 10, 2018
- (b) Public Comment/Approval Board Meeting Date: August 21, 2018

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 40-80 per term per course.
- (b) Total number of FTES projected to be claimed under this Agreement: 12-24 per term (based on 40-80 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered (including student learning support courses) will be appended to this document each semester during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

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

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi, Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs, tfahimi@ivc.edu. (949) 451-5204.

CUSD (Dana Hills High School) Point of Contact:

Name: Joshua W. Porter, Executive Director of Secondary Curriculum & Instruction, (949) 234-9261, JWPORTER@capousd.org

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

Date of CCAP submission to the Chancellor's Office: August 15, 2018.

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

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

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

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

(g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a

community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.

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

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

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

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

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

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

(k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:

(k)(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

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

(k)(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

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

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

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

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

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

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges, 2017 Handbook".

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

Capistrano Unified School District will be the employer of record for all teachers paid by CUSD participating in this Agreement.

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

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

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

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

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative

remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

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

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

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

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

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

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

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

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (p), (1), (2), and (3). SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected pursuant to this Agreement to no more than two college courses during the regular high school day. Pursuant to subsection (p) above, pupils under this Agreement could take up to 11 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

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

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (q).

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

CUSD (Dana Hills High School) and SOCCCD (Irvine Valley College) agree that the

District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction.

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

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

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

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

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

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

SOCCCD (Irvine Valley College) and CUSD (Dana Hills High School) agree to annually report to the office of Chancellor of the California Community College sections A through D above.

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

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

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

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

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

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

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

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

(x) Nothing in this section is intended to affect a dual enrollment partnership

agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.

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

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

EXIT CLAUSE

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

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

HOLD HARMLESS CLAUSE

SOCCCD agrees to defend, indemnify, and hold harmless CUSD, and CUSD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement, which is caused by the negligence or other wrongdoing of SOCCCD or its trustees, employees, or agents. CUSD agrees to defend, indemnify, and hold harmless SOCCCD, and SOCCCD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement, which is caused by the negligence or other wrongdoing of CUSD or its trustees, employees, or agents.

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

_____	_____
	Date
Kathleen F. Burke, Chancellor South Orange County Community College District	

_____	_____
	Date
Dr. Glenn R. Roquemore, President, Irvine Valley College	

_____	_____
	Date
Kirsten M. Vital Superintendent, Capistrano Unified School District	

APPENDIX A

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

SCOPE:

Approximately 100 hours of classroom lecture and laboratory, college-level instruction in biotechnology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in Biotechnology offered by Irvine Valley College. Offerings are open to students of Dana Hills High School exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

BIOT 70 (Fall and/or Spring 2018 and 2019) and BIOT 70L (Fall and/or Spring 2019 and 2020) will be offered on the Dana Hills High School Campus during the regular bell schedule. BIOT 273 will be offered Summer 2019 and 2020. TU 301, a supplemental instruction support course, will be offered as needed.

COURSE CATALOG DESCRIPTIONS (LISTING):

BIOT 70: Introduction to Biotechnology

3 Units (3 hours lecture)

Transfers: CSU, UC

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

BIOT 70L: Introductory Biotechnology Laboratory

1 Unit (3 hours lab)

Transfers: CSU, UC

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

BIOT 273: Biotechnology A: Basic Lab Skills

4 Units (3 hours lecture, 3 hours lab)

Recommended Preparation: BIO 10 and BIOT 70

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

BACKGROUND ON CCAP AGREEMENT

These courses were first offered by Irvine Valley College at the request of the Capistrano Unified School District in 2016. Email memoranda from CUSD Superintendent Kristen and M. Vital Mark B. Patterson, Executive Director of Secondary Curriculum & Instruction, Capistrano Unified School District, confirm the nature of the requested career pathways dual enrollment curriculum:

From: Patterson, Marc B. [mailto:MBPATTERSON@capousd.org]
Sent: Wednesday, April 20, 2016 1:23 PM
To: Craig Justice <cjustice@ivc.edu>; Allemann, Jason J. <JJAllemann@capousd.org>; Sabol, Amy M. <AMSABOL@capousd.org>
Subject: Re: Bio Tech

Hello-

I just wanted to formally acknowledge that CUSD and Dana Hills would love to continue the work to build the biotech pathway with IVC. Dr. Allemann will be in contact.

Thank you for being so patient as we worked through this process.

Marc

From: Vital, Kirsten M.
Sent: Monday, March 28, 2016 5:35 PM
To: Patterson, Marc B.
Cc: Holliday, Susan E.; Allemann, Jason J.; Sabol, Amy M.; Romo, Patricia J.
Subject: RE: Saddleback

Done. Please make the MOU with IVC.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Tustin Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020

ACTION: Review and Study

BACKGROUND

AB 288 Public Schools: College and Career Pathways, passed in 2015, allows Tustin Unified School District (TUSD) and South Orange County Community College District (SOCCCD) to enter into the agreement to deliver Irvine Valley College (IVC) courses to students in TUSD high schools. This partnership provides the opportunity for students to gain an early start to a certificate and/or degree in a variety of fields, including business and kinesiology. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

The first SOCCCD- TUSC College and Career Access Pathways (CCAP) agreement was approved in 2016. Since fall 2016, approximately 150 students have enrolled in the business pathway at Beckman High School and 30 students have attained the Research Tools for Entrepreneurs certificate of proficiency. This agreement is one of three CCAP agreements currently up for renewal.

STATUS

This agreement extends the partnership for two more years and adds additional courses in kinesiology, dance and other fields. This agreement also lays the groundwork for expending dual enrollment into other TUSD high schools. All terms and conditions pertaining to this agreement are contained in the attached EXHIBIT A, Dual Enrollment, SOCCCD (Irvine Valley College)-Tustin Unified School District College & Career Access Pathways Partnership Agreement, fall 2018-summer 2020.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Irvine Valley College) - Tustin Unified School District College & Career Access Pathways Partnership Agreement, for the term of August 20, 2018 to August 21, 2020.

Item Submitted By: *Dr. Glenn R. Roquemore, President and Ann-Marie Gabel, Vice Chancellor, Business Services*

**DUAL ENROLLMENT
SOCCCD (IRVINE VALLEY COLLEGE)-TUSTIN UNIFIED SCHOOL DISTRICT
COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
FALL 2018-SUMMER 2020**

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District SOCCCD (Irvine Valley College) and Tustin Unified School District (TUSD). The agreement is effective August 20, 2018 through August 21, 2020.

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

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

76004. Notwithstanding Section 76001 or any other law:

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

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

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: July 30, 2018
- (b) Public Comment/Approval Board Meeting Date: August 27, 2018

TUSD Board Meetings:

- (a) Information Board Meeting Date: July 9, 2018
- (b) Public Comment/Approval Board Meeting Date: August 27, 2018

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

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

- (a) Total number of high school students to be served: 60-120 per term.
- (b) Total number of FTES projected to be claimed under this Agreement: 27-36 per term (based on 40 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered will be appended to this document each term during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

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

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi

Title: Dean, Social and Behavioral Sciences, Business Sciences, Academic Programs

Contact Information: 949-451-5204, tfahimi@ivc.edu

TUSD Point of Contact:

Name: Donnie Rafter

Title: Principal, Beckman High School

Contact Information: (714) 734-2900, drafter@tustin.k12.ca.us

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

Date of CCAP submission to the Chancellor's Office: August 15, 2018.

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

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

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

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

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

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

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

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

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

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

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

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

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

(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

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

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

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

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

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

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

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

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

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

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

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

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

faculty evaluation guidelines and timelines.

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

TUSD and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

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

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

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

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

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

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

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

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (p), (1), (2), and (3). SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected pursuant to this Agreement to no more than two college courses during the regular high school day. Pursuant to subsection (p) above, pupils under this Agreement could take up to 11 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee

requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (q).

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

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

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

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

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

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

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

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

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

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

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

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

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

reporting requirements in Section 76002.

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

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

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

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

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

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

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

EXIT CLAUSE

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

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

SHARING OF EXPENSES

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

WORKERS' COMPENSATION INSURANCE

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

GENERAL LIABILITY INSURANCE

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

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

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

HOLD HARMLESS CLAUSE

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

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

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

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

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

_____	_____
	Date
Dr. Kathleen Burke,	
Chancellor	
South Orange County Community College District	

_____	_____
	Date
Dr. Glenn R. Roquemore,	
President,	
Irvine Valley College	

_____	_____
	Date
Dr. Gregory F. Franklin	
Superintendent,	
Tustin Unified School District	

APPENDIX A

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

I. BUSINESS CCAP at BECKMAN HIGH SCHOOL 2018-2020

SCOPE:

Approximately 100 hours of classroom lecture college-level instruction in business.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in business offered by Irvine Valley College. Offerings are open to students of Beckman High School exclusively and are in full compliance with AB 288. Completion of MGT 1 will begin a pathway toward a business certificate of achievement, a business associates degree, and/or a transferable business degree. Students would earn a certificate of proficiency in Research Tools for Entrepreneurs when completing the three classes in the spring term.

BECKMAN HIGH SCHOOL: CLASSES OF 2019 AND 2020				
Term	Course	Course Description	Units	Program
Fall 18, 19	MGT 1	Introduction to Business	3	CSU/UC Elective Transfer
Spring 19, 20	ENTR 200	Pathways to Success	1	Certificate of Proficiency
Spring 19, 20	ENTR 211	Business Models	2	Certificate of Proficiency
Spring 19, 20	ENTR 212	Market Validation and Research	1	Certificate of Proficiency
Total CSU/UC Elective Transferable Program Units			3	

Upon Completion of the program, students will earn a certificate of proficiency in "Research Tools for Entrepreneurs"

TIME AND LOCATION:

Schedule of the Business CCAP classes will be on the Beckman High School campus during 5th period of the regular bell schedule, Monday through Thursday.

COURSE DESCRIPTIONS (LISTING):

MGT 1 Introduction to Business 3 Units: 3 hours lecture Transfers: CSU, UC. A survey in business providing a multidisciplinary examination of how culture, society, economic systems, legal, international, political, financial institutions, and human behavior interact to affect a business organization's policy and practices within the US and a global society. Demonstrates how these influences impact the primary areas of business including: organizational structure and design; leadership, human resource management, organized labor practices; marketing; organizational communication; technology; entrepreneurship;

legal, accounting, financial practices; the stock and securities market; and therefore affect the ability of a business to achieve its organizational goals. C-ID: BUS 110.

ENTR 200 Pathways to Success *1 Unit: 1 hour lecture.* This interactive course enables students to engage in the fundamental aspects of creatively developing frameworks of passion and purpose as a means of personal empowerment and wealth. The course promotes entrepreneurial thinking across disciplines and assists students in developing a process for transforming ideas into sustainable success. Students will examine how others overcame adversity and achieved success. The course includes individualized learning assessments designed to assist the student in exploring their frameworks of thought and entrepreneurial potential.

ENTR 211 Business Models: The Design and Delivery of Value *2 Units: 2 hours lecture.* Successful entrepreneurs are able to describe how their organization creates, delivers, and captures value. This cross-disciplinary course helps students understand business model generation by examining customer segments, profitability and the process of identifying business goals, developing strategic objectives, critical success factors, and key performance indicators for entrepreneurial endeavors. Students will learn how to filter business opportunities, project whether business opportunities can be scalable, identify and validate potential markets, and estimate profitability.

ENTR 212 Market Validation and Research *1 Unit: 1 hour lecture.* This course explores a variety of resources, tools, and techniques for collecting and analyzing market research data. It engages students in the process of assessing target markets, implementing a market validation strategy, and interpreting primary and secondary research to create effective plans and forecasts. The course illustrates how targeting the market can reduce marketing costs and increase effectiveness. It also discusses common marketing mistakes and the limits of market research.

COSTS:

Instructor:	Will be provided by: <u>Irvine Valley College</u> Estimated cost: <u>4 LHE x \$1,500 = \$6,000 per year</u>
Textbooks:	<u> </u> are not required <u>□</u> are required Will be provided by: <u>TUSD</u> Estimated cost (based on max enrollment): Year 1: <u>\$50 x 100 e-book licenses OR \$100 x \$50 textbooks</u> <u>= \$5,000.</u> Year 2: <u>\$0 (textbooks to be re-used)</u>
Supplies:	Will be provided by: <u>N/A</u> Estimated cost: <u>\$0. There are no materials or supplies fees associated with the above-listed classes.</u>

II. KINESIOLOGY CCAP at BECKMAN HIGH SCHOOL 2018-2020

SCOPE:

Approximately 100 hours of classroom lecture college-level instruction in kinesiology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in kinesiology offered by Irvine Valley College. Offerings are open to students of Beckman High School exclusively and are in full compliance with AB 288. Completion of KNES 85 begins a pathway toward the Coaching Certificate of Proficiency and Fitness Professional Certificate of Achievement. Completion of KNES 212 is the first of three classes in the recognized university undergraduate Athletic Training Education Program (ATEP) sequence. KNES 85 and KNES 212 are the third year courses in Beckman High School's Applied Medical Pathway, a three-year course sequence designed to give students the background needed to pursue higher education and a career in the fields of Allied Health, Athletic Training, or Sports Medicine.

BECKMAN HIGH SCHOOL: CLASSES OF 2019 AND 2020				
Term	Course	Course Description	Units	Program(s)
Fall 18, 19	KNES 85	Introduction to Athletic Training	3	CSU/UC Elective Transfer
Spring 19, 20	KNES 212	Sports Medicine Internship	1.5	ATEP Sequence
Total CSU/UC Elective Transferable Program Units			3	

TIME AND LOCATION:

Schedule of the Kinesiology CCAP classes will be on the Beckman High School campus during the regular bell schedule, Monday through Friday.

COURSE DESCRIPTIONS (LISTING):

KNES 85 INTRODUCTION TO ATHLETIC TRAINING *3 Units - 3 hours lecture*

Transfers: CSU, UC

This course studies both the theory and the practice of preventing, recognizing, and rehabilitating common athletic injuries. Students gain practical experience in basic taping, wrapping, and bracing. The course is designed to assist trainers, coaches, athletes, and physical education majors.

KNES 212 SPORTS MEDICINE INTERNSHIP I *1.5 Units - 4.5 hours lab*

This course provides practical instruction of the introductory skills in the prevention, recognition, and rehabilitation of common athletic injuries. It affords students the opportunity to study and apply athletic training techniques by assisting the IVC Sports Medicine staff working with the intercollegiate athletic teams. Students will be assessed based on evaluation standards established by the university undergraduate Athletic Training Education Program (ATEP). KNES 213 (integration of skills) and KNES 214 (mastery of skills) complete the recognized ATEP sequence.

COSTS:

Instructor: Will be provided by: Irvine Valley College
Estimated cost: 4.5 LHE x \$1,500 = \$6,750 per year

Textbooks: are not required
✓ are required
Will be provided by: TUSD
Estimated cost (based on max enrollment):
Year 1: \$80 x 35 (textbooks)= \$2,800
Year 2: \$80 x 35 (textbooks)= \$2,800

Supplies: Will be provided by: N/A
Estimated cost: \$0. There are no materials or supplies fees associated with the above-listed classes.

III. DANCE CCAP at BECKMAN HIGH SCHOOL 2018-2020

SCOPE:

Approximately 100 hours of classroom lecture college-level instruction in dance.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in dance offered by Irvine Valley College. Offerings are open to students of Beckman High School exclusively and are in full compliance with AB 288. Completion of DANCE 77 begins a pathway toward the Dance, A.A. degree and the Dance Technique Certificate of Proficiency.

TIME AND LOCATION:

BECKMAN HIGH SCHOOL: CLASSES OF 2019 AND 2020				
Term	Course	Course Description	Units	Program(s)
Fall 18, 19	DANCE 77	Dance History 20 th Century	3	CSU/UC Elective Transfer
Spring 19, 20	DANCE 77	Dance History 20 th Century	3	CSU/UC Elective Transfer
Total CSU/UC Elective Transferable Program Units			3	

This class will be offered as an online class.

COURSE DESCRIPTIONS (LISTING):

DNCE 77 DANCE HISTORY: TWENTIETH CENTURY 3 Units - 3 hours lecture

Transfers: CSU, UC

This course studies the history of dance in the twentieth century focusing on major themes, ideas, values, people, and institutions within a global context. It traces the continued development of various dance forms with primary emphasis on ballet, modern dance, and jazz dance (including tap dance and musical theater). The course will include some reference to other art forms and the humanities. Videotapes, movies, and attendance at live performances will augment lectures.

COSTS:

Instructor:	Will be provided by: <u>Irvine Valley College</u> Estimated cost: <u>3 LHE x \$1,500 = \$4,500 per class</u>
Textbooks:	<u> </u> are not required <u>✓</u> are required Will be provided by: <u>TUSD</u> Estimated cost (based on max enrollment): Year 1: <u>\$75 x 40 (textbooks) = \$3000 per class</u> Year 2: <u>\$75 x 40 (textbooks) = \$3000 per class</u>
Supplies:	Will be provided by: <u>N/A</u> Estimated cost: <u>\$0. There are no materials or supplies fees associated with the above-listed class.</u>

IV. Other CCAP Courses

SCOPE:

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

NATURE OF THE COURSES:

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

TIME AND LOCATION:

The IVC courses will be scheduled on various TUSD high school campuses or online during fall, spring and/or summer terms, either before, during or after the bell schedule, based on mutual agreement and demand.

COURSE DESCRIPTIONS (LISTING):

The courses listed below may be offered during the effective dates of this agreement by mutual agreement. Neither the SOCCCD nor TUSD are obligated to offer these courses.

ANTH 1 INTRODUCTION TO PHYSICAL ANTHROPOLOGY 3 Units - 3 hours lecture

Transfers: CSU, UC

This course is the study of human biology within the framework of evolution, with an emphasis on the interaction between biology and culture. The course introduces students to the principles of evolution and natural selection, the fossil evidence of human evolution, primate behavior, and the biological basis of human variation. Credit may be earned in either ANTH 1 or ANTH 1H, but not both.

ASTR 20 GENERAL ASTRONOMY 3 Units - 3 hours lecture

Transfers: CSU, UC

This introductory course traces the development of astronomy from ancient times to the present. The course examines the solar system, including the moon, sun, and planets; the composition and evolution of stars and galaxies; and theories of the origin of the universe. Field trips may be required to fulfill the objectives of this course.

COMM 1 COMMUNICATION FUNDAMENTALS 3 Units - 3 hours lecture

Transfers: CSU, UC

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

COUN 1 ACADEMIC PLANNING 1.5 Units - 1.5 hours lecture

Transfers: CSU, UC

This course is designed to introduce students to a successful college and transfer experience. The course examines the opportunities and requirements for vocational certificates, associate degrees, and baccalaureate and higher degrees. A major focus is helping students identify and overcome obstacles to academic success. The course introduces college survival skills and issues, including college expectations, student motivations, study skills, time management, college resources, and academic policies. Students develop an academic plan based on their individual educational goals and discuss strategies for choosing a major. Credit may be earned in either COUN 1 or COUN 1H, but not both.

COUN 6 ACADEMIC, CAREER AND LIFE SUCCESS 3 Units - 3 hours lecture

Transfers: CSU, UC

A comprehensive course that integrates personal, professional, career and academic growth through the development and application of effective communication skills, positive self-image and self-esteem, self-advocacy and strategies for problem solving and decision making. Students examine individual morals, values, and motivation from psychological, social and physiological perspectives. Course covers goal setting, financial literacy, basic communication skills, diversity and balancing the challenges faced in today's society. Emphasis is on holistic student development. Credit may be earned for either COUN 6 or 6H, but not both.

DNCE 77 DANCE HISTORY: TWENTIETH CENTURY 3 Units - 3 hours lecture

Transfers: CSU, UC

This course studies the history of dance in the twentieth century focusing on major themes, ideas, values, people, and institutions within a global context. It traces the continued development of various dance forms with primary emphasis on ballet, modern dance, and jazz dance (including tap dance and musical theater). The course will include some reference to other art forms and the humanities. Videotapes, movies, and attendance at live performances will augment lectures.

JA 1 BEGINNING JAPANESE I 5 Units - 5 hours lecture

Transfers: CSU, UC

This course is designed to develop the fundamentals of communicating in Japanese, including listening comprehension, reading, and basic conversation. The emphasis is on the comprehension of native spoken and written Japanese. The course introduces reading and writing Japanese syllabic symbols and selected kanji characters. It also presents general aspects of Japanese daily life and culture. Throughout the course, the role of grammar is secondary to that of acquiring basic competency in reading, writing, and speaking Japanese and inferring its meaning. JA 1 is equivalent to two years of high school Japanese. Credit may be earned in either JA 1 or 1H, but not both.

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

Transfers: CSU, UC

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

SIGN 21 BEGINNING AMERICAN SIGN LANGUAGE I 4 Units - 4 hours lecture

Transfers: CSU, UC

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

SOC 1 INTRODUCTION TO SOCIOLOGY 3 Units - 3 hours lecture

Transfers: CSU, UC

This course explains how society shapes people's lives and how individual behavior is largely shaped by the groups to which we belong. The course investigates the structure and function of groups, organizations, and societies, and how people interact within these contexts. Since all human behavior is social, the subject matter of sociology is vast, ranging from the intimate family to the hostile mob; from organized crime to religious cults; from the division of race, gender and social class to the shared beliefs of a common culture; and from the sociology of work to the sociology of the media. Credit in either SOC 1 or 1H, but not both. C-ID: SOCI 110.

COSTS:

Instructor:	Will be provided by:	<u>Irvine Valley College</u>
	Estimated cost:	<u>1.5 LHE x \$1,500 = \$2,250 per class</u>
		<u>3 LHE x \$1,500 = \$4,500 per class</u>

4 LHE x \$1,500 = \$6,000 per class
5 LHE x \$1,500 = \$7,500 per class

Textbooks: are not required

✓ are required

Will be provided by: TUSD

Estimated cost (based on max enrollment):

Year 1: Will vary based on class requirements

Year 2: Will vary based on class requirements

Supplies:

Will be provided by: N/A

Estimated cost: \$0. There are no materials or supplies fees associated with the above-listed classes.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: City of Irvine Education Partnership Fund Grant Agreement and Irvine Valley College Foundation

ACTION: Approval

BACKGROUND

The City of Irvine established the Educational Partnership Fund (EPF) Program in 2006. The EPF Program was expanded by Measure BB approved by voters in November 2012 with the stated EPF Program purposed “to support Irvine students’ academic performance through enhanced and innovative programs and services, including without limitation student health and guidance for K-12 Irvine students served by the Irvine and Tustin Unified School Districts.” The Irvine City Council has the authority to allocate a portion of these funds for projects that are consistent with the stated purpose of the program.

STATUS

The Irvine Valley College Foundation and Irvine Valley College had applied for and the City of Irvine has allocated \$100,000 from the EPF Program to be awarded to Irvine Valley College Foundation as an Educational Partnership Fund Grant. The Agreement (EXHIBIT A) describes the work plan and budget for the grant term of July 1, 2018 through June 30, 2020. The Irvine Valley College Foundation will provide for at least 25 scholarships for Irvine Unified School District high school students, and summer college enrollment for Irvine area students to attend Irvine Valley College during the 2018-2019 and 2019-2020 school years.

RECOMMENDATION

The Chancellor recommends the Board of Trustees approve the Education Partnership Fund Grant Agreement between the City of Irvine, the Irvine Valley College Foundation and the District (EXHIBIT A) for \$100,000 for the grant term of July 1, 2018 through June 30, 2020.

**MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL PARTNERSHIP FUND GRANT PROGRAM
BY AND BETWEEN
THE CITY OF IRVINE
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT/IRVINE VALLEY
COLLEGE AND IRVINE VALLEY COLLEGE FOUNDATION**

This Memorandum of Understanding for Educational Partnership Fund Program ("Memorandum") is entered into as of November 14, 2017, by and between the CITY OF IRVINE, a municipal corporation (hereinafter, "City"), and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ON BEHALF OF IRVINE VALLEY COLLEGE, a public entity under the California Education Code and IRVINE VALLEY COLLEGE FOUNDATION, a 501(c)3 nonprofit (hereinafter "Partner"), with reference to the following:

RECITALS

WHEREAS, in 2006 the Irvine City Council established the Educational Partnership Fund program providing \$500,000 annually to support Irvine students' academic performance through enhanced and innovative programs and services, including without limitation student health and guidance, for Irvine students served by the Irvine and Tustin Unified School Districts; and

WHEREAS, on November 2, 2010 the voters approved the Irvine School Support Initiative (Measure R) to continue financial support to Irvine schools, including \$500,000 annually from FY 2011-12 through FY 2013-14 for the Educational Partnership Fund program; and

WHEREAS, on November 6, 2012 the voters approved the Irvine Support our Schools Initiative (Measure BB) to extend and expand financial support to Irvine schools, including expanding the Educational Partnership Fund program to \$2,500,000 annually from FY 2013-14 through FY 2015-16; and

WHEREAS, on January 26, 2016 the Irvine City Council extended its financial support of Irvine students and schools, including the Educational Partnership Fund program providing \$2,500,000 annually from FY 2016-17 through FY 2017-18; and

WHEREAS, the Irvine City Council remains committed to supporting Irvine schools and students and will provide \$2,500,000 annually for FY 2018-19 and FY 2019-20 to support Irvine students' academic performance through enhanced and innovative programs and services, including without limitation student health and guidance, for Irvine students served by the Irvine and Tustin Unified School Districts; and

WHEREAS, the City's continuing support of enhanced and innovative programs and services for Irvine students in partnership with the Irvine Unified School District, Tustin Unified School District, Irvine Valley College and Irvine Valley College Foundation and Irvine Public Safety serves an important public purpose benefitting the residents of the City of Irvine; and

WHEREAS, funds will be allocated on a ratio based on Irvine student enrollment pursuant to the most recent certified California Basic Educational Data System for the Irvine Unified School District and for the four Irvine schools in the Tustin Unified School District.

AGREEMENT

NOW THEREFORE, based on the Recitals and mutual covenants and promises herein, the City and Partner agree as follows:

1.

TERM; TERMINATION

1.1 Term:

This Memorandum shall commence on July 1, 2018 and shall remain and continue in effect until June 30, 2020. Notwithstanding the expiration or earlier termination of this Agreement, Partner's obligations to City shall not terminate until all closeout requirements are completed. In addition, the following obligations of Partner shall survive the termination of this Agreement: (a) Partner's indemnity obligations; (b) the obligation to cause audits to be performed relating to Partner's activities under this Agreement; (c) the obligation to repay to City any City Grant proceeds improperly disbursed to Partner or disbursed for ineligible expenditures; and (d) any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of year-end actual report. Either party may request review of this Memorandum at any time.

1.2 Termination:

1.2.1 Termination for Cause. This Agreement may be terminated by City for cause as follows:

(a) Lack of Funding. If, for any reason, the Educational Partnership Fund Grant funds required by City to fund the Eligible Program Expenses and/or all or a portion of the City Grant are withdrawn from City, the City may unilaterally terminate or modify the terms of this Agreement to reflect the loss of funding. If a reduction in funding is required, City will provide Partner with a modified Project Budget.

(b) Failure to Comply with Agreement. If Partner fails to comply with the terms and conditions of this Agreement, after notice from City, City may terminate this Agreement in whole or in part.

1.2.2 Termination by Mutual Assent. The parties may agree to terminate this Agreement in whole or in part by mutual written assent.

2.

SCOPE OF MEMORANDUM

The roles and responsibilities for the execution of this Memorandum are defined below.

2.1 Partner Responsibilities:

2.1.1 Pursuant to all terms and conditions of this Agreement, Partner shall be permitted to use the City Grant proceeds only for the following eligible expenses that are actually and reasonably incurred by Partner during each of two fiscal years and for no other purpose:

Program #4: In connection with the establishment of no fewer than 25 scholarships of \$1,000 - \$2,000 each for students who will be attending Irvine Valley College; and to support participation in the Early College Program/college credit program at Irvine Valley College.

2.1.2 Partner will submit invoice to City with assigned Purchase Order number, no later than September 30 of each fiscal year.

2.1.3 Program #4 funds must be spent in the amounts allocated among Irvine Unified School District and Tustin Unified School District based on the most recent certified California Basic Educational Data System.

2.1.4 Partner is to submit its Estimated Program Allocations and Description of Funded Programs by May 30, 2018 for FY 2018-19 and May 30, 2019 for FY 2019-20 (Exhibits "A" and "B"). The early college/college credit program details shall represent mutually agreeable programs and services in coordination with Irvine Unified School District and Tustin Unified School District for their respective allocations.

2.1.5 By August 31, 2019 for FY 2018-19 and August 31, 2020 for FY 2019-20, Partner is to report its actual use of funds by category in a Year End Report and Year End Description of Funded Programs for Program #4, along with a notarized affidavit certifying that all grant funds were spent for eligible expenses as reported (Exhibits "A", "B" and "C").

2.1.6 If the amount of Eligible Program Expenses incurred by Partner during a given fiscal year is less than the City Grant, excess City Grant proceeds shall revert to City and shall not be encumbered by this Memorandum. In addition, if it is determined, as a result of an audit or otherwise, that any of the disbursements of City Grant proceeds were made for expenditures not eligible for funding, Partner shall immediately repay to City the amounts of such disbursements.

2.1.7 Partner represents to City that the Program Services will be performed by Partner under its direct supervision and in a competent manner, and that

all personnel engaged in the Program Services shall be fully qualified, authorized and permitted under applicable law to perform such Program Services.

2.1.8 Except to the extent City has specifically agreed to provide the City Grant pursuant to Section 2 / 2.1.1, Partner shall be responsible for all costs related to the Program.

2.1.9 City has the right to monitor and evaluate Partner's performance under this Agreement to determine compliance with this Agreement and Educational Partnership Fund Grant Requirements. Partner shall cooperate with City and shall make available to City all information, documents, and records reasonably requested by City and shall provide City the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating Partner's performance hereunder.

2.2 CITY Responsibilities:

2.2.1 Provided Partner has executed the Memorandum of Understanding and is not in default of this Agreement, the City Grant shall be disbursed by City to Partner in one lump sum payable within 30 days of receipt of an invoice with assigned purchase order number, by September 30 of each fiscal year.

2.2.2 City Grant ratio to be determined each fiscal year based on Irvine student enrollment pursuant to the most recent certified California Basic Educational Data System for the Irvine Unified School District and for the four Irvine schools in the Tustin Unified School District.

2.2.3 City's obligation to disburse City Grant proceeds to Partner in accordance with Section 2.2 of this Memorandum is subject to the satisfaction of all of the following conditions at the time the payment is to be made: (a) Partner shall have submitted to City the reports referred to in Section 2.1 of this Memorandum; and (b) Partner shall not be in default of any of its obligations set forth in this Memorandum.

3.

RECORDS

- 3.1 Partner shall keep and maintain records providing a full description of Program Services undertaken. Books and records pertaining to the Eligible Program Expenses shall be kept and prepared in accordance with generally accepted accounting principles. The City shall, subject to Section 2 of this Agreement, have the right to review and audit Partner's accounting books and records pertaining to Eligible Program Expenses and any City Grant.

- 3.2 The books and records required to be maintained by Partner under this Agreement shall be retained for a period of five (5) years following the termination of this Agreement; provided, however, in the event any litigation, audit, negotiation or other action involving the books and records is commenced prior to the expiration of the five (5) year retention period, Partner shall retain the books and records until completion of the action and resolution of all issues which arise from it.
- 3.3 City and/or its representatives shall have full and free reasonable access to, and the right to examine, inspect and audit, all books and records of Partner pertaining to this Agreement at all times during normal business hours.

4.

INSURANCE AND INDEMNIFICATION

4.1 Insurance. Without limiting Partner's indemnification obligations, Partner shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Partner, its agents, representatives, employees, and/or subpartners. In the event that Partner subcontracts any portion of the work, the contract between the Partner and such subpartner shall require the subpartner to maintain the same policies of insurance that the Partner is required to maintain pursuant to this Section 4.1.

4.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(a) Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Participant's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Partner's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Partner providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel. A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. Partner's completion of the form attached hereto as Attachment 1, Exhibit 1 shall be a condition precedent to Partner's rights under this Agreement. Should Partner certify, pursuant to Attachment 1, Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Partner shall nonetheless maintain responsibility for requiring that any subpartners performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

(c) Evidence of Insurance: Partner shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Signed insurance certificates and endorsements must be sent via email from Participant's insurance broker/agent to the City's insurance certificate tracking company at

CertsOnly-Portland@Ebix.com

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine, California

c/o: CertsOnly-Portland@Ebix.com

(d) Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Participant
4. Contain any other exclusion contrary to the Agreement.

(e) Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions must be approved in writing by the City.

(f) Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers

under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

(g) Insurance of Subpartners. Partner shall be responsible for causing Subpartners to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subpartner policies.

4.2 Indemnification. Partner shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Partner, its employees, agents or representatives in the performance of any task or service for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

4.2.1 Partner shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

4.2.2 Partner shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

4.2.3 In the event City and/or City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Partner, Partner shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

5.

LEGAL RELATIONS AND RESPONSIBILITIES

5.1 Compliance with Laws. Partner shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Memorandum. Partner shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Partner. When applicable, Partner shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

5.2 Licenses, Permits, Fees and Assessments. Partner shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Memorandum. Partner shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Partner's performance of

the services required by this Memorandum, and shall indemnify, defend, and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.

5.3 Covenant Against Discrimination. Partner covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the performance of this Memorandum. Partner further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.) as the same may be amended from time to time.

5.4 Use of Patented Materials. Partner shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Partner under this Memorandum. Partner shall indemnify, defend, and save the CITY harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

5.5 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.

5.6 Legal Actions. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Memorandum shall be instituted and maintained in the Municipal and Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Partner agrees to submit to the personal jurisdiction of such court.

5.7 Rights and Remedies are Cumulative. The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.8 Attorneys' Fees. In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Memorandum or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, expert witness fees, and courts costs. If either party to this Memorandum is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Memorandum by the other party, then the party so litigating shall be entitled to its reasonable attorneys' fees and costs from the other party to this Memorandum.

5.9 Non-liability of CITY Officers and Employees. No officer, official, employee, agent, representative, or volunteer of CITY shall be personally liable to Partner, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due to Partner or its successor, or for breach of any obligation of the terms of this Memorandum.

5.10 Conflicts of Interest. Partner shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations

A. No officer, official, employee, agent, representative or volunteer of CITY shall have any financial interest, direct or indirect, in this Memorandum, or participate in any decision relating to this Memorandum that affects his or her financial interest or the financial interest of any corporation, partnership, association, or other entity in which he or she is interested, in violation of any Federal, State or CITY statute, ordinance or regulation. Partner shall not employ any such person while this Memorandum is in effect.

B. Partner represents, warrants and covenants that it presently has no interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Partner's obligations and responsibilities under this Memorandum. Partner further agrees that while this Memorandum is in effect, Partner shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Partner's obligations and responsibilities under this Memorandum.

5.11 Notices. Notices required to be given concerning this Memorandum shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges prepaid and addressed or directed to the respective parties as follows:

CITY OF IRVINE

Address for Notices:

City of Irvine
P.O. Box 19575
Irvine, CA 92623-9575

Attn: Laurie Gruschka
Grants Coordinator

Telephone Number: 949-724-6680
Email: LGruschka@cityofirvine.org

Hand Deliveries to:

One Civic Center Plaza
Irvine, CA 92606

**SOCccd/IRVINE VALLEY COLLEGE /
IVC FOUNDATION**

Address for Notices:

South Orange County CCD
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: Priya Jerome
Executive Director, Procurement

Telephone Number: 949-582-4405
Email: PJerome@socccd.edu

Hand Deliveries to:

28000 Marguerite Parkway
Health Sciences Building, 3rd Floor
Mission Viejo, CA 92692

6.

ASSIGNMENT

Partner shall not subcontract, assign or otherwise transfer its rights and obligations under this Memorandum without the prior written consent of CITY. Any such subcontract or assignment without such consent shall be void and shall, at the option of the CITY, terminate this Memorandum.

7.

EXTENT OF MEMORANDUM

This document represents the entire integrated agreement between City and Partner and supersedes all prior negotiations, representations or agreements, either written or oral. This Memorandum may be amended only by written instrument signed by both City and Partner.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by their duly authorized officers or representatives on the day and year described herein.

CITY OF IRVINE

By: _____
City Manager

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Priya Jerome
Executive Director- Procurement

Ann- Marie Gabel
Vice Chancellor- Business Services

IRVINE VALLEY COLLEGE FOUNDATION

Elissa Oransky
Executive Director

ATTEST:

**APPROVED AS TO FORM:
RUTAN & TUCKER, LLC**

By: _____
Molly McLaughlin, City Clerk

By: _____
Jeffrey Melching, City Attorney

EXHIBIT A

**SOCCCD/Irvine Valley College / Irvine Valley College Foundation
FY 2018-19 & FY 2019-20**

Educational Partnership Fund Program Allocation Reporting Form

Program	Amount Allocated		Estimated Expenditures FY	Actual Expenditures FY
	Program Description			
	TOTAL ALLOCATION:			
4.	\$ 100,000	In connection with the establishment of no fewer than 25 scholarships of \$1,000 - \$2,000 each for students who will be attending Irvine Valley College; and to support participation in the Early College Program/college credit program at Irvine Valley College.	\$	

EXHIBIT B

**FY _____ Educational Partnership Fund
SOCCCD/Irvine Valley College / Irvine Valley College Foundation**

DESCRIPTION OF FUNDED PROGRAMS

Program No.	Program Description	Anticipated Use of Funds	Actual Use of Funds
4a.	In connection with the establishment of no fewer than 25 scholarships for students who will be attending Irvine Valley College.		
4b.	To support participation in the Early College Program/college credit program at Irvine Valley College.		

EXHIBIT C

AFFIDAVIT

Date: _____

Fiscal Year: _____

I, _____, _____ and _____ of the South Orange County Community College District/Irvine Valley College and Irvine Valley College Foundation, certify that the Educational Partnership Funds spent by the South Orange County CCD/Irvine Valley College/Irvine Valley College Foundation were used only for eligible expenses as listed in the Memorandum of Understanding with the City of Irvine dated November 14, 2017 and as reported in the Year End Report.

By: _____

Its: _____

By: _____

Its: _____

ATTACHMENT 1
Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Educational Partnership Fund

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(CHECK ONE APPLICABLE BOX BELOW)

☐ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

☐ I certify that, in the performance of the work under this Agreement, I **shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Dated:	
Contracting Firm:	
Signature:	
Title:	
Address:	

CITY COUNCIL RESOLUTION NO. 17-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, SUPERSEDING RESOLUTION NO. 16-14, PERTAINING TO IMPLEMENTING THE EDUCATIONAL PARTNERSHIP FUND PROGRAM OF THE PARTNERSHIP FOR EDUCATIONAL EXCELLENCE PROGRAM FOR FISCAL YEARS 2018-19 AND 2019-20

WHEREAS, the City Council of the City of Irvine has expressed a goal of providing Irvine residents and families with the safest community and the highest quality of life; and

WHEREAS, the City Council previously adopted Resolution No. 06-08, Resolution No. 06-72, Resolution No. 07-14, and Resolution No. 16-14 pertaining to establishing and modifying an Educational Partnership Fund; and

WHEREAS, in 2006 the Irvine City Council established the Educational Partnership Fund program providing \$500,000 annually to support Irvine students' academic performance through enhanced and innovative health and guidance services for K-12 Irvine students served by the Irvine and Tustin Unified School Districts; and

WHEREAS, on November 2, 2010 the voters approved the Irvine School Support Initiative (Measure R) to continue financial support to Irvine schools, including \$500,000 annually from FY 2011-12 through FY 2013-14 for the Educational Partnership Fund program; and

WHEREAS, on November 6, 2012 the voters approved the Irvine Support our Schools Initiative (Measure BB) to extend and expand financial support to Irvine students and schools, including expanding the Educational Partnership Fund program to \$2,500,000 annually from FY 2013-14 through FY 2015-16; and

WHEREAS, on January 26, 2016 the Irvine City Council extended its financial support of Irvine students and schools, including the Educational Partnership Fund program providing \$2,500,000 annually from FY 2016-17 through FY 2017-18; and

WHEREAS, the Irvine City Council remains committed to supporting Irvine schools and students and wishes to provide \$2,500,000 annually for FY 2018-19 and FY 2019-20 to support Irvine students' academic performance through enhanced and innovative programs and services, including student health and guidance, classroom supplies and staffing support; and

WHEREAS, the Partnership for Educational Excellence supports enhanced and innovative programs and services for Irvine students in partnership with area agencies, serving an important public purpose benefitting the City of Irvine's residents.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. There shall be established a Partnership for Educational Excellence fund, in which \$2,500,000 shall be budgeted annually for Fiscal Year 2018-19 and FY 2019-20 for the Educational Partnership Fund Program, which shall be administered and used as set forth in this Resolution.

SECTION 2. The City of Irvine Educational Partnership Fund shall be used in FY 2018-19 and FY 2019-20 to support Irvine students' academic performance through enhanced and innovative programs and services, including without limitation student health and guidance, for the following programs:

1. \$300,000 School nurses and/or health clerks and related programs and supplies
2. \$300,000 Guidance counselors/assistants and paraprofessionals and related programs and supplies.
3. \$1,600,000 Enhanced academic performance programs and services shall include any or all of the following:
 - a. School nurses and/or health clerks and related programs and supplies
 - b. Guidance counselors/assistants and paraprofessionals and related programs and supplies
 - c. Employment of instructional aides and classroom staff
 - d. Employment of classified employees for restroom hygiene
 - e. Activities in connection with public service/service learning instructional programs and opportunities
 - f. Classroom supplies and technology equipment (tablets/computers in the classroom) to teachers and students in need of essential materials
 - g. Activities in connection with educational field trips and educational assemblies for students
4. \$100,000 In connection with the establishment of no fewer than 25 scholarships of \$1,000 - \$2,000 each for students who will be attending Irvine Valley College; and to support participation in the Early College Program/college credit program at Irvine Valley College.

5. \$200,000 In connection with the Middle School Resource Officer Program

SECTION 3. Educational Partnership Funds will be allocated on a ratio based on Irvine student enrollment pursuant to the most recent certified California Basic Educational Data System for the Irvine Unified School District and for the four Irvine schools in the Tustin Unified School District.

SECTION 4. Distributions from the City of Irvine Educational Partnership Fund shall be made pursuant to a Memorandum of Understanding with each funded agency, and any other provisions as approved by the City Council, including, but not limited to, determining funding partners and reporting requirements.

SECTION 5. Each funded agency shall submit its estimated use of funds at the beginning of the fiscal year and its actual use of funds at the end of the fiscal year, along with a signed affidavit that funds were used for eligible programs as reported, pursuant to the terms and conditions in the Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 14th day of November 2017.


MAYOR OF THE CITY OF IRVINE

ATTEST:


CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 14th day of November 2017.

AYES:	5	COUNCILMEMBERS:	Fox, Lalloway, Schott, Shea and Wagner
NOES:	0	COUNCILMEMBERS:	None
ABSENT:	0	COUNCILMEMBERS:	None
ABSTAIN:	0	COUNCILMEMBERS:	None


CITY CLERK OF THE CITY OF IRVINE

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Agreement for Legislative Advocacy Services, Strategic Education Services

ACTION: Approval

BACKGROUND

South Orange County Community College District employs the services of state legislative advocates and federal legislative advocates. These advocates work with the District Director of Public Affairs and Government Relations to assist the district and colleges in: monitoring and taking positions on legislative bills, policy, and budget initiatives; advocating for funding and economic development opportunities; and advancing the goals and reputation of the district and colleges.

STATUS

On June 29, 2018, a competitive Informal Solicitation was issued to seven companies to solicit qualification and price quotations from qualified consultants, firms, or companies interested in providing the District with legislative advocacy services. On July 13, 2018, three responses to the solicitation were received. Based on a combination of technical qualifications and expertise, demonstrated knowledge and experience with higher education, client references, and fees, the evaluation committee recommends award to Strategic Education Services (EXHIBIT A) in the amount of \$34,800 per year as best value and lowest cost to the District.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the professional services agreement for legislative advocacy services, with Strategic Education Services, in the amount of \$34,800 per year from August 1, 2018 to July 31, 2020 with the option to renew up to three (3) one-year terms.



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 **Strategic Education Services** ("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"):

Provide state legislative advocacy for the District. Please reference Attachment A for specifics on scope of service.

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 August 1, 2018, and shall continue in full force and effect thereafter until and including July 31, 2020 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement, this Agreement may be renewed up to three (3) one-year terms.

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 Thirty-Four Thousand Eight Hundred and 00/100 Dollars (\$34,800.00) ("Contract Amount") per year. Additional details: Please reference Attachment B for specifics in compensation.

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 13.

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

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.

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 coverage 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 13 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
Ann-Marie Gabel, Vice Chancellor, Business Services
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4663

Contractor: Strategic Education Services
Dale F. Shimasaki, Ph.D., CEO
1130 K Street, Ste. 250
Sacramento, CA 95814
916-441-3909 / dfs@strategicadvocates.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.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: _____

BY: _____

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Dale F Shimasaki, Ph. D.

Print Name: Ann-Marie Gabel

Print Title: Chief Executive Officer

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

Contact Name: _____

Contact Phone & Email: _____

ATTACHMENT A
SCOPE OF SERVICES
LEGISLATIVE ADVOCACY SERVICES

- Provide District with bill tracking & summary for all bills impacting community colleges.
- Monitor legislation of significance to District and draft bill position letters for priority bills identified by District.
- Draft legislation and amendments for District and seek introduction of and advocate for District-sponsored legislation, if any.
- In coordination with District staff, develop and implement a plan to raise the profile of SOCCCD in Sacramento.
- Provide written weekly legislative updates during the months of February-June and monthly July-January. Along with written updates on state budget:
 - Governor's Budget, as introduced in January
 - May Revision to the Governor's Budget
 - Senate and Assembly versions of the budget
 - LAO November Report
 - Other updates, as appropriate
- As directed by District's designee, meet with legislators and staff and provide testimony and letters of support or opposition.
- Monitor the following:
 - Community college budget proposals and advocate District's priorities, including, but not limited to basic aid issues.
 - CCCCO and CCCBOG proposals, and provide District's perspective as directed by District's designee.
 - Facilities and/or capital outlay requests as directed by District's designee.
 - Grants and other state funding opportunities for District.
- Provide strategic and political counsel.
- When requested, advise District on response to RFPs for Chancellor's Office grants.
- Coordinate, set-up and accompany District lobbying visits in Sacramento. Meetings may include legislators, members of the administration, state Chancellor's Office or other relevant state agencies. Hold conference calls as required by District to discuss community college legislative, budget, and regulatory issues in which District shall participate.
- If District desires, lead Strategic Planning Session with 15- 20 District representatives to permit District's development of an external strategic plan. (Strategic planning is a set of concepts procedures, and tools designed to assist organizations to figure out where they want to go, how to articulate a coherent and defensive basis for decisions, and how to develop effective strategies to implement their goals.)
- Facilitate key relationships in and beyond Sacramento on behalf of District.

ATTACHMENT B



July 11, 2018

South Orange County Community College District
Procurement, Central Services and Risk Management
3rd floor, Health Science Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Priya Jerome

Dear Ms. Jerome:

This cover letter is a formal response to your Informal Solicitation-Legislative Advocacy Services for SOCCCD, Strategic Education Services [SES]. Per your request, the following information is provided:

Information on Consultant/Federal Employer ID Number/Individual Signing Cover Letter:

Name:	Dale F. Shimasaki, Ph.D., CEO
Address:	Strategic Education Services 1130 K Street, STE 250 Sacramento, CA 95814
Email:	dfs@strategicadvocates.com
Phone:	916-441-3909
Mobile:	916-799-3550
FAX:	916-441-3909
Federal Employer ID:	94-3317314

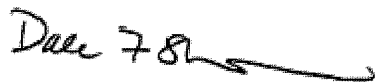
Pursuant to the RFP:

- The response to this RFP is a firm and irrevocable offer, good for 90 days.
- SES is willing to perform the services as described in this Solicitation.
- All forms, certificates, and compliance requirements included in this Solicitation are completed and fully submitted as requested in this response.
- SES will make staff available and other required resources for performing all services and providing all deliverables within the specified time frames as described in this Solicitation.
- SES understands that all documents submitted pursuant to this RFP will become a matter of public record.
- As the signatory to this RFP, I as the CEO of Strategic Education Services am authorized to bind the firm contractually.

Responses to question 2 of FORM A are contained in the next page.

If there are any other questions or information needed regarding this response, please do not hesitate to contact me at any of the contacts provided above.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale F. Shimasaki", followed by a long, sweeping horizontal flourish.

Dale F. Shimasaki, Ph.D.
CEO



Informal Solicitation for Qualifications and Pricing
Legislative Advocacy Services; June 29, 2018

2. Consultant Corporate Information

- Type of Firm:
Corporation: ☒ Proprietorship: _____ Partnership: _____
Joint Venture: _____ Other (please describe): _____
- Business License Number: _____
- Number of years in business under firm name: 18.5 years
- Has the firm changed its name within the past three (3) years?
YES ☐ NO ☒
If yes, provide former name(s): _____
- Have there been any recent (within the last three (3) years) changes in control/ownership of the firm?
YES ☐ NO ☒
If yes, explain _____
- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?
YES ☐ NO ☒
If yes, please explain _____



Informal Solicitation for Qualifications and Pricing
Legislative Advocacy Services; June 29, 2018

FORM C
Fee and Rate Proposal

Services (list all the members of the proposed team below)	Hourly MONTHLY Rate
SHIMASAKI	\$ 1,650/MONTH
ROSS	\$ 500/MONTH
NEBEN, RIVERA, CHAVEZ	\$ 750/MONTH
(@ \$250/MONTH EACH)	\$
Others Miscellaneous and customary expenses (typically billed to client) (Not to exceed Amount)	\$
Total Firm Fixed Price (Not to Exceed Amount)	\$ 2,900/MONTH

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for the entire contract term/performance period.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District-wide Mapping Project, Underground Utility Mapping & Condition Assessment Services, McCarthy Building Companies, Inc.

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved basic aid funds for the District-wide Mapping project in the amount of \$400,000. On June 26, 2017, and June 25, 2018, the Board of Trustees approved additional project funding in the amount of \$500,000 and \$3,000,000 respectively.

The district desires a comprehensive understanding of both the location and condition of underground utilities. Accurate utility information increases district understanding of project needs and prevents construction delays, claims and utility conflicts. A professional consultant is required to perform the necessary work to acquire and map this information. The outcome will be used to inform decisions made during the facilities master planning process.

Public Contract Code section 6106 and Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the public agencies. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On September 21, 2017 and September 28, 2017, SOCCCD ran a newspaper advertisement requesting qualifications and proposals. Additional marketing efforts included placing a copy of the Request for Qualifications and Proposals (RFQ&P) on the district's website and notifying firms known to provide these services. A non-mandatory pre-proposal meeting was held on September 29, 2017 with 16 firms represented.

On October 13, 2017, four firms submitted proposals (EXHIBIT A). District and college staff evaluated the team's qualifications. On November 8, 2017, the committee evaluated presentations by two teams and asked questions regarding the work plan between the two campuses, emergency protocols while working with utilities, previous experience working with local utilities, lessons learned from other community college

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

mapping projects, creating a cohesive team among the many required team members resulting in a comprehensive report, and use of resources and technology to determine infrastructure risk, potential failures, life expectancy and replacement values. Both teams were represented well in all categories with McCarthy excelling in presenting a cohesive team and report methodology, use of the latest technology, and lessons learned. McCarthy also provided an added benefit relative to performing capacity modeling for future buildings.

Staff recommends approval of the Underground Utility Mapping & Condition Assessment Services agreement (EXHIBIT B) with McCarthy Building Companies, Inc., in the amount of \$2,702,500, as best value to the district.

Basic aid funds are available in the approved project budget of \$3,900,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Underground Utility Mapping & Condition Assessment Services agreement (EXHIBIT B) with McCarthy Building Companies, Inc., in the amount of \$2,702,500.

**Request for Qualifications & Proposals No. 356D
Districtwide Mapping Project
Underground Utilities Mapping & Condition Assessment Services**

South Orange County Community College District

July 30, 2018

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING	FEES
^{1, 2} McCarthy Building Companies, Inc.	Newport Beach, CA	Sarah Carr	2263	\$2,437,000 ³
¹ Psomas	Santa Ana, CA	Alysen Weiland	2041	\$2,249,379
Snypes Engineering, Inc.	La Mesa, CA	Matthew Kurtz	1918	\$2,281,660
GHD, Inc.	Irvine, CA	Sarmad Farjo	1878	\$754,238

¹ Firms Interviewed

² Recommended Firm

³ District controlled contingency is added to the Agreement to address unforeseen circumstances at both colleges in the amount of \$265,500 for a total contract value of \$2,702,500.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

UNDERGROUND UTILITY MAPPING & CONDITION ASSESSMENT SERVICES District-wide Mapping Project at Saddleback and Irvine Valley College McCarthy Building Companies, Inc.

This AGREEMENT is hereby made and entered into this 30th day of July in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and McCarthy Building Companies, Inc., 20401 S.W. Birch Street, Newport Beach, CA 92660, (949) 851-8383 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain District-wide Underground Utility Mapping and Condition Assessment Consultant services for the Saddleback College & Irvine Valley College hereinafter referred to as PROJECT; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide consultant 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 and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. 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. The CONSULTANT shall designate Enrico Bertucci as Project Manager, Rob Ragland as Principal in Charge, and Fermin Glasper as Quality Control Manager, Jared Miller as Project Engineer, Andrew Karsten as Quality Assessment Manager, Seth Belitsk as Assistant Project Manager and Lance Curtis as Field Superintendent . So long as their performance continues to be acceptable to the DISTRICT, these named individuals

shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. **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 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. 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 others providing services in connection with the PROJECT. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete Contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.
- 1.7. **Prevailing Wage Rates.** Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to www.dir.ca.gov/DLSR/RWD or to the following:

Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wages Unit
PO Box 420603
San Francisco, CA 94142
Phone (415) 703-4474

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

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2.
- 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.
- 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 investigate existing conditions or facilities and make recommendations for change in work scope if deemed necessary.

- 2.5. **Work Plan.** Work with DISTRICT to finalize project requirements:
- a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Ensure that work scope conforms to the project definition.
- 2.6. The underground utility mapping and condition assessment scope of services includes locating all types of utilities (wet and dry), underground and aboveground, both conductive and non-conductive lines. This includes, but not limited to, the determination of type, size, condition, material, horizontal, and vertical position of the following existing elements:
- a. Gas mains, service lines (plastic or metal), and meters.
 - b. Potable Water Distribution System consist of force mains and service lines (plastic or metal), valves and other components that transport water from the source to the building envelope including firewater, hydrants, post indicator valves, yoke valves, pumping stations and meters.
 - c. Reclaimed Water Distribution including piping, valves and other components that transport water from the source to end of mainline (2" and above). This includes main point of connections, isolation valves, irrigation controllers, pump stations, and meters.
 - d. Storm Drain System including inlets, catch basin, area drain, field drain, maintenance hole, bioswale components, and storage tank.
 - e. Sanitary Sewer System including chemical sewer, clarifiers, and maintenance hole.
 - f. Hydronic System including Chilled Water (CHW) and Heating Hot Water (HHW) Supply & Return loop and components, and all associated isolation valves.
 - g. Primary electric (high voltage – 12 KVA), powerhouses, duct banks, vaults, transformers, and switches.
 - h. Secondary electric (480 volt/220/110 conduits), site lighting, signage, fire alarm, parking lots lighting, and walkway lights
 - i. Telecommunication System including fiber optic, data, cable TV, phones, copper communication cables including fire alarm and elevator emergency phone lines.
- 2.7. The following quality level definitions 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. The CONSULTANT shall primarily provide Quality Level B, C & D as described in the ASCE 38-02 guidelines and FHWA Subsurface Utility Engineering publications. Employ Quality Level A when locating is required for comprehensive understanding. Quality level C & D information is required as part of level B performance. In addition to American Society of Civil Engineers, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02, the District adds and clarifies expectations for each quality level as follows:
- Quality Level D - Records Search:** This level of services provides information that has been obtained from existing records, which includes utilizing existing plans, contacting utility companies, verbal recollections, obtaining as-built plans, and researching prior rights (i.e. easements) issues.
- Quality Level C:** This level adds field surveys of visible above-ground utility systems such as maintenance holes, valve boxes, fire hydrants, etc., and reconciles this information to existing utility records (Quality Level D)
- Quality Level B - Designating Underground Utility Systems:** This level includes using surface geophysical prospecting techniques, including electromagnetic, magnetic, sonic, or other energy

fields to determine the existence, horizontal position of underground utility systems. Approximate vertical positions of subsurface utilities can be identified depending on the specific subsurface prospecting technique utilized.

Quality Level A - Locating Underground Utility Systems: This level is the highest level of accuracy, which includes obtaining precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the CONSULTANT shall perform a field survey to determine the exact location and position of the utility line, type, size, conditions, material, and other characteristics of Underground Utility System.

- 2.8. **Project Phases.** The CONSULTANT shall perform the required professional Underground Utility Systems investigation, mapping and conditions assessment services in the following four phases at Saddleback & IVC College campuses:

2.8.1. Phase One – Underground Utility Systems Designating Services:

CONSULTANT responsibilities in this phase include, but are not limited to, the following tasks:

- a. Provide all equipment, personnel, survey, traffic control and supplies required to perform designating services. For the purposes of this contract, "designate" means to establish by engineering, surveying and drafting practices the presence, horizontal and when available, approximate vertical location of subsurface utilities and their major laterals to the existing buildings and/or structures using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques.
- b. CONSULTANT shall perform designating services in this phase to locate all existing utilities to quality Level B, C & D pursuant to the guidelines described herein.
- c. Conduct appropriate records research to identify the utility source and the size of the facility, verify site conditions noting any obstacles or limitations to utility access, and employ district approved project limits.
- d. If required, CONSULTANT shall obtain all necessary permits from city, county, or other municipal jurisdictions to allow the CONSULTANT to work in existing streets, roads and/or on adjacent rights-of-way, vaults, maintenance holes, etc. including landowner permission.
- e. Notify the District and utility companies in writing 48 hours prior to beginning work to coordinate work that may affect use of utilities.
- f. Designate the location of existing underground utility systems including their major laterals to the building's electrical room, mechanical room, IDF's (Intermediate Data Frame), MDF's (Main Data Frame), service yard, powerhouses, and any overhead utilities that are within the campus limits. CONSULTANT shall record any empty or abandoned utilities, vault or maintenance holes.
- g. Designate and record the location of existing Points of Connection (POC's) for all underground utility systems entering the campus from the public utility service lines.

- h. Record and mark the horizontal location of existing poles for overhead utility systems. CONSULTANT shall note the location of overhead crossing at existing roadway.
- i. CONSULTANT shall ensure current calibration for all instruments used in the investigation (in accordance with manufacturer recommendations and industry standards) and a copy of calibration certificate must be furnished to the District.
- j. CONSULTANT shall determine which equipment, personnel, and supplies are required to perform designation services. At the minimum, the following methods are expected to be used by the CONSULTANT:
 - 1. Designate Underground Utility Systems – EM (Electromagnetic):

Using electromagnetic (EM) (using the standard pipe and cable locating equipment) locating equipment and direct connection, induction, and passive sweep methods, CONSULTANT shall designate conductive underground utilities systems. CONSULTANT shall mark the location of utilities using the APWA industry recognized painting scheme indicated herein. All locating shall be performed in accordance with Level B, C & D of the guidelines identified herein. This includes comprehensive examination of the available campus as-built drawings to verify known existing locations and all the underground utility systems delineated by the district & college staff. Note that the District has electronic repository for all available as-built drawings for all building and facilities at both campuses. Electronic access with “Read Only” rights may be granted to the successful CONSULTANT.
 - 2. Designate Underground Utility Systems - GPR:

When CONSULTANT is not able to locate the underground utilities and structures by (EM) methods nor by the use of available utility records provided by the district & college personnel, CONSULTANT shall locate non-metallic structures & utilities by indirect methods including the use of ground penetrating radar (GPR), Ram Rods, Robotic Cameras and other investigation tools. These tools compliment standard electromagnetic techniques in the field, allowing CONSULTANT the ability to potentially detect both metallic and non-metallic material types, including plastics, concrete, transite, ceramics, and asphalt composites. CONSULTANT shall perform secondary GPR sweeps to confirm results and to mark the location of discovered utilities and structures using the APWA industry recognized painting scheme indicated herein. All GPR scope shall be in accordance with Quality Level B of the guidelines listed above.
- k. Using water-based washable spray chalk paint, designate, record and mark-out the vertical and horizontal location of the existing underground utilities and their major laterals to the existing buildings. CONSULTANT is responsible to coordinate work, including but not limited to campus operations and weather related incidents, so that all utility marks will remain on the site until utility survey information is compiled. **CONSULTANT is responsible for removing all markings returning campus to original condition.** Vertical and horizontal surveying of underground utilities shall be accurate to applicable survey standards.

- l. Survey all markings and determine approximate depth of all utilities as determined by the underground utilities designating techniques. Invert information is required for storm drain and sewer system.
- m. CONSULTANT shall submit a written traffic control plan to the District for review and approval by the respective college Police Department. The CONSULTANT shall be responsible for providing all materials, equipment and personnel necessary for the maintenance and control of traffic. This includes, but is not limited to; temporary traffic control signs, channelizing devices, arrow panels, traffic barriers, impact attenuators, flaggers, temporary pavement markings, and all other equipment / labor necessary to effectively implement the approved maintenance of traffic control plan. Any potential road closure must be coordinated and approved by the District and College Police Department 48 hours in advance. The date(s) or times of any requested road closure are subject to change if the closure greatly causes complications for the operations of the campus. Fridays, Weekends and Holidays are the preferred days for major road closures.
- n. CONSULTANT must perform mapping under the supervision of a licensed surveyor in the State of California.
- o. Maps and records provided by the District or anyone else for use on the project are intended to serve as a guide. The CONSULTANT has the responsibility to properly locate the utilities and must exhaust all reasonable means of electronically and visually locating all underground utility systems.
- p. Additional traffic control plans may be required if locating extends into the public right of way.
- q. All mapped utilities will be tied to a campus benchmarks or baseline with distance and station. Each underground utility system must be electronically designated, surveyed and mapped to within an 18-inch tolerance horizontally at 50-foot intervals maximum when parallel to benchmark or baseline, at all direction changes and all closures, cabinets and huts.
- r. Supplemental Campus Survey:

For Saddleback, CONSULTANT shall perform supplemental surveying services to validate any existing survey information and maps provided by the District (Survey files in AutoCAD & PDF formats are available for the entire Saddleback Campus). For IVC, CONSULTANT shall perform initial surveying services per the information identified in this item. (Partial survey files in AutoCAD & PFD formats are available for IVC Campus). The supplemental topographic survey is required to provide sufficient details to facilitate the investigation of work associated with this PROJECT and to be used as the new background for the project deliverables. The CONSULTANT will provide a complete topography including:
 - 1. Sufficient elevations to develop 15-foot contours. CONSULTANT may recommend alternate intervals for District consideration.
 - 2. Base survey on City of Irvine Benchmark for IVC Campus and City of Mission Viejo Benchmarks for the Saddleback Campus.

3. Provide any local depressions within asphalt areas (equal or deeper than 2")
 4. Locate all site fencing (including heights and gate sizes), trees, out structures, play areas, perimeter walls, site retaining walls, bollards, and drinking fountains. Locate all storage sheds, temporary storage containers, flag poles, monument signs, AC units, AC drywells, planters and trees (show size / trunk size for trees)
 5. Provide spot elevations for all parking and ramps. Include outline of buildings and adjacent lots and indicate setbacks.
 6. Clearly label all elements of the survey.
 7. Establish a campus centerline or baseline with distance and station.
 8. Compare survey information drafted on base plans using CADD with information provided from field data and evaluate all drafted information for accuracy and reliability.
 9. Review and correct all plan sheets against all records, field sketches, CADD drafting, and field notes.
 10. Review and seal all appropriate work products by a staff Professional Engineer and/or Land Surveyor (licensed in the State of California) who is in responsible charge.
 11. Return base plans to the District in the same condition as received.
 12. Submit printed and electronic utility information in a format acceptable to the District.
- s. Special Scope Requirements:
1. CCTV Pipe Inspection Report:
 - a. Sanitary Sewer System: CONSULTANT shall inspect and record the interior of pipes of the Sanitary Sewer system with CCTV inspection equipment such as robotic and/or push rod type camera. Problem areas shall be marked on a site drawing and a copy of the camera recording shall be delivered to the District upon completion of the investigation as part of project deliverables. CONSULTANT also shall provide equipment to vacuum loose materials that obstruct access to area drains and access to the interior of the piping to allow for a more complete assessment of the piping system. This includes hydro jet the interior of drainpipes to break up debris lodged inside the pipe that would otherwise impede the CCTV inspection process. CONSULTANT shall collect GIS coordinates for maintenance holes and catch basin and determine invert elevation of pipes intersecting maintenance holes. CONSULTANT to assign numbering system for each maintenance hole based on each College approved sequencing system.
 - b. Storm Drain System: The inspection and recording of the interior of pipes of the Storm Drain System and associated maintenance holes with CCTV inspection equipment is not required at both campuses. However, hydro jetting services will be provided for the storm drain system at both campuses. All other scope items for the Storm Drain System shall apply. Use Alpha Facilities Solutions, LCC Condition

Assessment Reports, Documents and video recordings (provided by the district) as a base to address.

2. Vault & Maintenance Hole Investigation Report:

a. Telecommunication System:

1. Locate, label, and identify all auxiliary, telecommunication maintenance holes, hand holes, pull-boxes, vaults, and junction boxes and corresponding conduits. Label and ID using College specific numbering and identification scheme (E.g. MH-9, MH-10, PB-38, etc.). Conduit labeling scheme shall identify the originating location, direction and homerun. Identify vault size and construction material.
2. Locate, label and identify all outdoor communication pedestals.
3. Identify conduit material type. (E.g., steel, aluminum, PVC, etc.)
4. Trace and/or map the path of travel for all underground auxiliary and telecommunication lines (telephone, data, cable TV, etc.) from origination to termination points
5. Identify any/all telecommunication and auxiliary cable type traversing through each underground conduit (e.g. telephone, coax, copper, data, broadband, etc.)
6. Identify any potential underground conduit obstruction or hazard and recommend solution or alternative.
7. Provide options and alternatives to provide a better, safer, and improved path of travel for underground telecommunication and auxiliary lines throughout the campus when appropriate.
8. For Fiber Optic Cabling, CONSULTANT shall receive and validate all available as-built drawings, inventory reports and maintenance hole photos for the District-wide Fiber Optic Cabling Survey Project provided by the District dated November 2013. This information shall be used as a basis to validate and update fiber optic designation scope only. This scope includes:
 - a. Locate all maintenance holes, vaults, and pull boxes.
 - b. Using HD digital camera, identify & document the number of conduits inside each vault, size of conduits, sleeves or cores.
 - c. Identify if the conduits are being used or available.
 - d. Verify existing fill rates in conduits and bend radius.
 - e. Assemble items 1-5 in a comprehensive investigation report with all associated photos. Report formatting and photos sequencing process shall be approved in advance by College IT Department.

b. Primary & Secondary Electrical System:

1. Use existing as-built drawings to obtain understanding of primary and secondary electrical systems.
2. Meet with local utility to confirm findings are in agreement with local utility as-built drawings.
3. If disparity exists, work with utility to finalize actual conditions.
4. Coordinate any investigating work required with local utility company.

Note: At IVC Campus, the High-Voltage Vaults are owned and maintained by Southern California Edison (SCE). CONSULTANT shall use the same identifying numbers issued by the SCE. Any proposed changes must be coordinated and approved by SCE and IVC Facilities Management Department.

2.8.2. Phase Two – Underground Utility Locating (Test Borehole) Services:

In the event that the targeted underground utility systems and substructures have not been located by any methods indicated in phase one (EM or GPR) and/or due to high potential for conflicts in the field, CONSULTANT shall proceed with phase two of locating (test borehole) services.

a. General Requirements:

1. For the purposes of this PROJECT, “locate” means to establish and obtain by engineering, surveying, drafting and vacuum excavation practices the accurate horizontal and vertical position of subsurface utilities. The test boreholes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the CONSULTANT shall perform a field survey to determine the exact location and position of the utility line. All potholing shall be in accordance with ASCE 38-02 (Quality Level A).
2. The District will approve the number and location of excavations that will be performed by the CONSULTANT in advanced.
3. CONSULTANT shall assume scope up to **75** boreholes for Saddleback College and **35** boreholes for IVC at the completion of the utility investigation and mapping including vacuum excavation, approved backfill & compaction, removal of debris, evaluation of soil to determine proper disposal, and preparation of borehole report. CONSULTANT shall credit District the cost of unused boreholes along with associated activates stated above.
4. The District will not compensate for “dry” hole. A dry hole is defined as an excavation made by the CONSULTANT that does not locate an underground utility systems when utilizing CONSULTANT’S own personnel and equipment.
5. CONSULTANT shall provide the District with a written and photographic log of each test hole, dry or otherwise. Report formatting as approved by the District in advance.

b. Responsibilities:

CONSULTANT responsibilities in this phase include, but are not limited to, the following tasks:

1. Provide all equipment, personnel, survey, traffic control and supplies required to perform locating services. CONSULTANT shall determine which equipment, personnel and supplies are required to perform such services.
2. Conduct appropriate records research and investigation site conditions
3. Prepare and submit to the District "Emergency Plan and Utility Shutdown Procedure" identifying critical isolation valves and the main points of connection (POC's) in the area where locating is proposed.
4. Notify in writing the District and any utility company 48 hours in advance of subsurface investigation.
5. If required, obtain all necessary permits from the city, county, or other municipal jurisdictions to allow CONSULTANT to work on existing streets, roads, and right-of-way for the purpose of marking, measuring, and recording the location of existing underground utilities. Obtain permission of District first if permission is required of private property owners.
6. CONSULTANT shall excavate using non-destructive air/vacuum soil extraction technology, hand digging, and any other non-destructive potholing techniques to enable vertical and horizontal exploration and locating means. Acceptable method includes vacuum excavate proposed test borehole using non-destructive high-pressure air to eliminate any damage to underground utilities and structures. CONSULTANT shall excavate each test borehole until target is exposed. Neatly cut and remove existing paving or concrete. The size of cut area shall be kept to the minimum. Once the target has been found, CONSULTANT shall measure both to the top and bottom in such manner that ensure the safety of the excavation and the integrity of the utility. CONSULTANT shall document the location, type, size, depth and other characteristics of the discovered underground utilities and/or structures and record data on campus mater utilities site plan.
7. CONSULTANT shall be responsible to protect excavation in strict accordance with OSHA requirements.
8. CONSULTANT shall furnish and install permanent above ground marker and color code for each of the utilities (i.e. P.K. nails, steel pin, other marks that are not trip hazards) directly above the centerline of the utility and in accordance with college M&O direction, record the elevation of the marker along with the characteristics of the utility.
9. In performing such excavation, the CONSULTANT shall comply with all applicable utility damage prevention laws and prevent any damages to wrappings, coatings, or other protective coverings. Notify the District immediately in the event of emergency.
10. CONSULTANT shall be responsible for any damages to a utility facility during the locating services. CONSULTANT shall perform repairs immediately and continuously until returned to operable condition.
11. Backfill of Boreholes: Once the original soils have been removed, stored or disposed, CONSULTANT shall backfill excavated test holes using approved backfill material around

utility structure. Backfill material to be pre-approved by the District's Geotechnical Engineer. Geotechnical Engineer shall be available to confirm compaction and backfilling requirements are met.

12. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. If the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to equal or better than the condition before excavation.

13. Provide complete cleanup of work site to equal or better than the pre-excavation condition.

c. Borehole Report:

CONSULTANT shall survey and record the following information in preparation of Borehole Report:

1. Detailed information about each borehole including location, size, condition, date and time of location and other items discovered during the investigation. Include in the borehole report a site drawing showing the rough location in relation to the entire campus. Horizontal and vertical location of top and bottom utility (elevations) referenced to the campus survey.
2. Elevation of existing grade over utility at the borehole referenced to campus survey
3. Outside diameter of utility and configuration on non-encased, multi-conduit system.
4. Utility structure material compositions and condition.
5. Identification of benchmarks and/or control points used to determine elevations and horizontal control/location.
6. Paving thickness and type, where applicable
7. General soil type and site conditions. Record any soil contamination and such other pertinent information reasonably ascertainable for the borehole. Report immediately to the District and College.
8. References to campus survey shall maintain vertical elevation with an accuracy of +/- 0.05 ft. (0.015 meters) based on benchmarks shown on the CONSULTANT work product and horizontal tolerance to applicable surveying standards, if additional control point and benchmarks are required; the CONSULTANT shall perform such services according to established practices.
9. Warranty the permanent pavement restoration and backfilling for 1 year.
10. All completed locating services and the final borehole report shall be certified by licensed surveyor in the State of California. The CONSULTANT shall be responsible for the accuracy of all information presented to the District.

2.8.3. Phase three - Underground Utility Condition Assessment:

This phase is dedicated to identifying underground utility defects and the overall assessment process. At the conclusion of phase one and two, CONSULTANT shall develop and prepare a

comprehensive Utility Conditions Assessment Report for each underground utility system designated and located at both college campuses.

The assessment report shall provide a comprehensive database to properly identify projects, plan, prioritize, manage and renovate underground utility projects based on condition evaluation. The report will also include estimated replacement values, estimated maintenance costs, frequencies of maintenance, and develop a renewal schedule for each utility system including a life expectancy assessment of each utility system. CONSULTANT shall provide the district with recommendations and cost estimates that are designated either as a single repair item or grouped as a capital project. Provide life cycle cost analysis and remaining useful life, which will then be used to develop repair and replacement recommendations. All underground utility systems are to be included in the assessment report: i.e. water supply, sewer, heating, cooling, electrical distribution, site lighting, etc. with exception to Storm Drain System.

Condition assessment report shall include, but not is limited to, the following items:

- a. Conditions assessment for each underground utility system. A recommended schedule and cost estimate for repair and/or replacement of any utility system over the next 25 years.
- b. Recommended schedule for items that require immediate replacement, replacement within five years, and to improve energy efficiency over 25 years.
- c. Evaluate the probability, risk and consequence of utility infrastructure failures.
- d. Development of minimum life cycle costs for systems, associated accessories, and values. Life cycles are intended to develop a baseline from which to establish a finding source for each facility. The life cycle cost analysis process establishes the probable dates at which various systems will expire, from which replacement estimates are developed to generate rough order of magnitude of capital planning projections. Do not apply escalation. District will do so at the time of analysis.
- e. Identify Failure Modes - In order to identify the imminent failure mode of a utility system, the CONSULTANT shall assess the failure modes (i.e., mortality, capacity, levels of service) of a system. The CONSULTANT will provide failure mode assessment methodology and provide the District with the usage of the methodology. The CONSULTANT will use the imminent failure mode to drive the investment needs and respective management strategies.
- f. Determine Residual Lives - The CONSULTANT shall determine the residual life for all utility systems. The determination of residual life may be based on shared knowledge, and condition assessment. The CONSULTANT will use the data to develop decay curves specific to the campus working environments.
- g. Evaluate, document, and recommend levels of maintenance service - The CONSULTANT shall help the District establish and document the strategic levels of maintenance service for the underground utilities. The levels of services shall capture the current and future services. This effort shall include a technology and methodology review for each system type.
- h. Assess Risk - The CONSULTANT shall assess the District's risk exposure based upon both the probability and consequence of failure. Where appropriate, availability of redundancy will be

incorporated. The CONSULTANT shall provide risk maps for all systems in alignment with District approved method.

- i. Capacity Study - CONSULTANT shall assess the current campuses system modeling plus future load projections and distribution. This includes, but not limited to, future Gateway Building at Saddleback College and the Fine Arts Building at Irvine Valley College. CONSULTANT shall work with the District to identify the available demand information for inclusion in the assessment. This should include the Hydronic (thermal), sanitary, domestic water flow, electrical load flow modeling of the distribution systems. In conjunction with Phase III scope items listed above, CONSULTANT shall perform the following:
 1. Utility Evaluation
 - a. Conduct kickoff meeting and staff interviews
 - b. Develop and maintain information request list
 - c. Review site utility documentation and data gathered by all parties
 - d. Develop high-level inventory of distribution assets
 - e. Develop high-level inventory of central system capacity & assets
 2. Load Analysis
 - a. Document existing load profiles based on District-provided information
 - b. Derive/calibrate existing load profiles based on the site observation and gathered data
 - c. Produce weather-normalized load profiles to extrapolate extreme weather day loading
 - d. Extrapolate future campus loads based on existing & campus planning information available
 3. Capacity Analysis
 - a. Central plant asset condition assessment
 - b. Produce loads and resources roadmap
 4. Distribution Analysis
 - a. Distribution assessment – age, max line capacity, basic residual life
 - b. Distribution Analysis – remaining capacity/residual life based on calculations
 - c. Thermal flow models – Applied Flow Technology (AFT) Fathom (CHW, HW)
 - d. Electrical load flow model
 - e. Civil flow models (Domestic Water, Fire Water, Reclaimed Water & Sanitary Sewer)
 5. Findings and Recommendations
 - a. Narrative report
 - b. Summarized analysis and findings
 - c. Recommendations for corrective actions
 - d. Residual life / schedule of replacement
 - e. Evaluate risk probability & exposure
 - f. Develop life cycle costs
 - g. Identify failure modes
 - h. Evaluate maintenance service
 - i. Calibrated utility models of existing systems (Chilled Water, Heating Hot Water Domestic Water, Fire Water, Reclaimed Water, Sanitary Sewer & Electric)
 - j. Future load considerations

2.8.4. Phase four – Data Management & Deliverables:

CONSULTANT shall provide in a precise format approved by the District in advance the following list of deliverables:

a. AutoCAD Drawings Package - Comprehensive Underground Utility Maps:

Using the latest version of AutoCAD, provide 2- Dimension views depicting plan, approximate elevations ascertained at QL-B, and precise elevations ascertained at QL-A, single-line, details, notes, and schedules for each campus. Each underground utility system type shall be recorded on a separate layer, labeled and color-coded in accordance with indications marked in the field and APWA Uniform Color Code. Final file formatting and layer classification to be approved by the District in advance. The AutoCAD file shall include, but is not limited, to the following:

1. Underground utility systems shall be located continuously and recorded in 3-dimensions and at each surface feature, change of direction, and bifurcation.
2. Where bands of cables or ducts are identified, the upper and lower outer cables or ducts shall be traced in order to be able to provide a cross section of the cable or duct band.
3. Depth below finish surface shall be annotated at each surface feature and at changes of depth.
4. Where cable or duct bands are identified notes shall include the number of cable or ducts and configuration (e.g. 24 way - 6 across, 4 down).
5. Each utility shall be annotated with the type of utility, diameter of pipe (if discernable) or voltage (if discernable) and number of lines (if discernable).
6. Other services including abandoned lines, which are located during the survey shall be recorded with any available information regarding the identity or type of materials or services.
7. CONSULTANT must identify of utilities entering the campus at the point of connection. CONSULTANT shall provide campus POC's on separate AutoCAD layer.
8. Geographic Information System (GIS): As part of the base scope of work, CONSULTANT shall incorporate utility mapping attributes as part of the AutoCAD files to allow for future conversion to the Geographic Information System (GIS). Attribute data for each respective utility classification will be collected during the field investigation and imbedded in the AutoCAD file as "object data". This data will be exported as a .shp file and imported into Esri software as a feature class. The typically collected utility attributes consist of physical features readily discernable during a field investigation including, but not limited to, pipe inverts, sizes, and material, number of conduits or cables, structure sizes, and other physical features unique to each utility classification. During the Phase One, the CONSULTANT shall present to the District potential GIS options to incorporate into the project as additional services.

b. Scaled PDF Package:

Using the latest version of Adobe Acrobat PDF, prepare size BIND-E plot ready sheets depicting elevations, single-line, details, notes, and schedules.

c. Digital photographs:

Using a HD camera and video recording technics, provide digital photographs of maintenance holes, pull boxes, and telecommunications vaults with notations.

d. 3D Modeling - Pipe Network:

Using the latest version of AutoCAD 3D and/or Autodesk Revit, prepare 3-D views showing pipe network for each campus pursuant to all information obtained in the field. Pipe network shall be relative to the elevation and control points provided by the survey to obtain the most accurate results. This includes all relevant information from utilities including number of conduits, size of conduits, and identify if the conduits are being used, partially used or available.

e. CCTV Pipe Inspection Video & Report for Sanitary Sewer System:

Pursuant to the requirement indicated herein, Sanitary Sewer system will be inspected with CCTV inspection equipment. Location of video and numbering shall be indicated on each the master site map of each college campus.

f. Vault & Maintenance Hole Investigation Report:

Pursuant to the requirement indicated herein, CONSULTANT shall prepare and submit reports electronically and in printed format for:

1. Telecommunication System
2. Primary & Secondary Electrical System.

g. Borehole Investigation Report:

Pursuant to the requirement indicated herein, CONSULTANT shall prepare and submit borehole reports electronically and in printed format. Borehole shall be numbered and indicated on the campus master site plan.

h. Campus Survey:

All survey information collected by CONSULTANT shall be provided to the District as a deliverable, this shall include all data notes, descriptions, and coordinates as a .CSV file

i. Condition Assessment Report:

Pursuant to the requirement indicated in phase three scope of work.

- 2.9. It is anticipated that approximately one meeting every week will be convened between the DISTRICT and the CONSULTANT. These meetings will not exceed one day in duration and will be held on the PROJECT'S location or another DISTRICT determined location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions may constitute a change in the scope of services of the CONSULTANT.

- 2.10. **Materials.** CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CONSULTANT 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. 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 Basic 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. 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 to the Master Schedule.
 - b. **Not Used.**
 - c. **Damage or Destruction to Project.** Except to the extent caused by the CONSULTANT, 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.
 - d. **After Final Certificate of Payment.** Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
 - e. **Other Services.** Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

ARTICLE 4 TERM OF SERVICES

- 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.** The Contract time frame is anticipated for 12 months with a completion date of July 30, 2019; nine months to complete the scope of services at both colleges and three months for reports refinement and contract closeout process. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated Contract timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to Contract delay other than those delays caused by CONSULTANT'S actions.
- 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 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 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, 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.
- h. 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 CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following lump sum prices:

Saddleback College:

- | | | |
|----|---|------------|
| a. | Phase One | \$ 898,000 |
| b. | Phase Two | \$ 136,000 |
| c. | Phase Three – District's Controlled Allowance | \$ 211,250 |

d.	Phase Four	\$ 252,500
e.	District's Controlled Contingency	\$ 150,000
	Subtotal	\$1,647,750

IVC College:

a.	Phase One	\$ 529,000
b.	Phase Two	\$ 77,500
c.	Phase Three - District's Controlled Allowance	\$ 133,750
d.	Phase Four	\$ 199,000
e.	District's Controlled Contingency	\$ 100,000
	Subtotal	\$1,039,250
	Add Alternate for Revit (Both Colleges)	\$ <u>15,500</u>
	Total	\$2,702,500

- 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 Basic 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 Basic 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.
- 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 CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS 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 CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
- g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%

- 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 Basic 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 any other consultants or contractors.
- 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. **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 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. **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 documents prepared by the CONSULTANT 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. CONSULTANT 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 CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in AutoCAD, PDF format upon completion of Contract. 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, except CONSULTANT 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. 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.
- 7.4. **Documentation.** The CONSULTANT shall provide daily reports.

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 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 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 CONSULTANT. 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 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 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. **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 seven days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **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.

- 8.8. **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 AND 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. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **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 CONSULTANT, 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **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. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. 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 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. **Inspections.** The DISTRICT shall retain Inspection Service providers to conduct inspections as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. **District Consultants.** 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 and audio-visual equipment/installation consultants.

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. The composition of any agreed-upon billing rates or agreed-upon lump sum amounts are not subject to audit. Audits are permitted in accordance of Government Code 8546.7.
- 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 accuracy of 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 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

Sarah Carr
Vice President
McCarthy Building Companies, Inc.

20401 SW Birch St., Suite 300
Newport Beach, CA 92660
scarr@mccarthy.com

COPY

Ann-Marie Gabel
Acting 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.
- 11.17. **Definitions**
- a. **Associate Work**. The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
 - b. **Contract**. A Contract for services awarded by the DISTRICT to a CONSULTANT for the PROJECT.
 - c. **Design Documents**. Not Used.
 - d. **Architect**. Not Used.
 - 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 activities relating to the PROJECT.
 - g. **Contract Documents**. The documents issued by or on behalf of the DISTRICT under a Contract for the PROJECT. Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT.
 - h. **Substantial Completion**. Not Used.
 - i. **Final Completion**. Final Completion is when all of the Work of a Contract has been completed (including items noted for correction, repair or modification) and the CONSULTANT has completed all other obligations to be performed on its part under the Contract.

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

CONSULTANT

McCarthy Building Companies, Inc.

DISTRICT

South Orange County Community College District

John McRitchie
Senior Vice President

Ann-Marie Gabel
Vice Chancellor, Business Services

Insert Date
(Date)

Insert Date
(Date)

Insert ID No.
(Taxpayer number)

Attachment A Criteria and Billing for Extra Work

ATTACHMENT A - CRITERIA AND BILLING FOR EXTRA WORK

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
 - a. Providing services that are outside Orange, Los Angeles, San Diego or Riverside County.
 - b. Provide services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during Contract and furnishing services required in connection with replacement of such work.

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 Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Project Executive	\$175
Project Manager	\$155
Quality Control Manager	\$155
Assistant Project Manager	\$155
Field Superintendent	\$145
Quality Assessment Manager	\$145
Senior Locate Technician	\$145
Locate Technician	\$110
Sewer Camera with Sonde Head	\$135
Direct or Indirect Induction Locator	\$25
Ground Penetration Rader	\$2,400/day
Traffic Control	\$500/Day
<u>Field Survey and Data Processing</u>	
Principal	\$280
Project Manager (PE/PLS)	\$210
Project Engineer	\$195
Project Surveyor	\$185
Field Survey GPS / Robotic man	\$300

Burns & McDonnell Personnel

General Office	\$70
Technician	\$87
Assistant – Classification Level 7	\$100
Assistant – Classification Level 8	\$133
Assistant – Classification Level 9	\$160
Staff – Classification Level 10	\$180
Staff – Classification Level 11	\$197
Senior – Classification Level 12	\$219
Senior – Classification Level 13	\$243
Associate	\$273

National Plant Personnel

Jet/Vacuum Unit with Operator	\$260
CCTV Unit with Operator	\$230
Lateral Launch with Operator	\$290
Additional test hole	\$1,200/Hole

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District-wide Mapping Project, Construction Management Services, AECOM

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees approved basic aid funds for the District-wide Mapping project in the amount of \$400,000. On June 26, 2017, and June 25, 2018, the Board of Trustees approved additional project funding in the amount of \$500,000 and \$3,000,000 respectively.

The district desires a comprehensive understanding of both the location and condition of underground utilities. Accurate utility information increases district understanding of project needs and prevents construction delays, claims and utility conflicts. There is a need to obtain construction management services for this project.

Public Contract Code section 6106 and Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the public agencies. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

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. Additional interviews were held on June 25, 2018 and June 28, 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 AECOM for the District-wide Mapping project, in the amount of \$150,000 as best value to the District.

Basic aid funds are available in the approved project budget of \$3,900,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the AECOM Construction Management agreement (EXHIBIT B) for Construction Management Services for the District-wide Mapping project, in the amount of \$150,000.

**Request for Qualifications & Proposals No. 356D
Districtwide Mapping Project
Construction Management Services**

South Orange County Community College District

July 30, 2018

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING	FEES
^{1, 2} AECOM	Orange, CA	Diana Johnson	1192	\$150,000 ³
¹ Bernards Bros., Inc., dba Bernards	San Fernando, CA	Rick Fochtman	1169	\$200,970
¹ APSI Construction Management	Irvine, CA	Atul Apte	1149	\$166,320
¹ McCarthy Building Companies, Inc.	Newport Beach, CA	Sarah Carr	1122	Not Provided
Griffin Structures, Inc.	Irvine, CA	Kelly Boyle	1073	\$232,200
Abacus Project Management, Inc.	Newport Beach, CA	Russell Thompson	1070	\$191,250
Cal K-12 Construction, Inc.	Redlands, CA	Noel Garcia	1067	Not Provided
Cordoba Corporation (Two proposals, two teams)	Santa Ana, CA	George L. Pla	1061	\$175,500
Peripheral LLC, dba the Barrie company	San Diego, CA	Elizabeth Barrie	980	\$98,900
The Seville Group, Inc. dba SGI – Construction Management	Pasadena, CA	Brandon Flores	965	\$201,600
Lundgren Management Corporation	Valencia, CA	Shawn Fonder	882	\$193,068
Project Management Advisors, Inc.	Solana Beach, CA	Victoria Nakamura	844	\$345,600
CJK Construction Management, Inc.	Mission Viejo, CA	CJ Knowland	739	\$175,000
Linesight	San Francisco, CA	Steven Cooke	527	\$200,558

¹Firms Interviewed

²Recommended Firm

³Negotiated Fee



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT DISTRICT-WIDE MAPPING PROJECT AECOM

This AGREEMENT is made and entered into this 30th day of July in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT ", AECOM, 999 W. Town and Country Road, Orange, CA 92868, (714) 567-2479 hereinafter referred to as "CM";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to AGREEMENT 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 District-wide Mapping 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, and one Project Engineer.. The CM shall designate Diana Johnson, as Project Executive, and a management team of Donald E. Cristobal 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 District-wide Mapping project four phases; Underground Utility Systems Designating, Underground Utility Locating (Test Borehole), Underground Utility Condition Assessment, and Data Management & Deliverables of the project at Saddleback College and Irvine Valley College (IVC), 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 Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, 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, 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, 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. Project Master Schedule. During the Preparation for Entering Phase One CM will, in consultation with the DISTRICT, and the Contractor, participate in the development of an overall comprehensive Master Project Schedule for project's four phases showing the activities of the Contractor necessary for completion of project. CM shall monitor the Master Project Schedule on a monthly basis, perform analysis to determine conformity with requirements of the AGREEMENT, so that the DISTRICT is kept fully informed at all times of the status and progress of overall project's phases and status of the Contractor's progress. Where the actual rate of project progress is behind that indicated by the Master Project 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, Inspector, Test/Inspection Service Providers, other DISTRICT'S Consultants as needed and the DISTRICT in conformity with the Master Project Schedule, including the coordination and sequencing of Contractor's activities so that Site space is appropriately allocated and the Master Project 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's four phases are completed in accordance with the Master Project Schedule and within the Project Budget.
- f. Progress Reports. CM will maintain records of the progress of project, including written progress reports and photographs reflecting the status of project 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), 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 phases 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 project Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the project 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, and Inspector 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. Not Used.
- i. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move. Not Used

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 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 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 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, and Test/Inspection Service Providers 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 District Controlled Contingency 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 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 DISTRICT 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, including the Contractor's as-built drawings.

- b. CM Project Records. Within thirty (30) days of the date of Final Completion for the Project, the CM shall assemble and deliver to the DISTRICT all of the project records maintained during the Project's Four Phases 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, 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-project 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 Project reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the, Inspector, Test/Inspection Service Provider, or Contractor upon completion of project. If the Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of project, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the, 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 four phases 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 project timeframe is anticipated for nine months. Services under this AGREEMENT shall be diligently performed by the CM for the anticipated project's four phases timeframe, plus 1 month additional in the event of unforeseen delay.
- 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, CM 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 CM'S employees or CM'S subcontractor's employees arising out of CM'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 CM, the CM 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 CM or the DISTRICT, or any person, firm or corporation employed by the CM 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 CMS who are directly employed by the DISTRICT. The CM, 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 CM, 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 CM'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 CM, the CM 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 CM, or any person, firm, or corporation employed by the CM, 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 CM'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 CM'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 CM 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 CM'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. CM 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 CM and DISTRICT from claims which may arise out of, or result from, CM'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 CM 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 CM subcontracts any portion of CM'S duties, CM 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 CM 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 CM, 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 CM 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. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CM 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, CM, and in such event CM 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 CM subcontracts any portion of the CM'S duties, the CM 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 CM shall not subcontract any portion of the CM'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 CM.

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. | FE District-wide Mapping (9 months) | \$140,000 |
| b. | District Controlled Contingency: | <u>\$ 10,000</u> |
| c. | TOTAL | \$150,000 |
- 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 nine equal monthly amounts of \$15,556 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. **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.
- 8.4. **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.
- 8.5. **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.
- 8.6. **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.
- 8.7. **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:

Nawar Al Juburi, Project Manager

- 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 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.
- 11.13. **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

Nawar Al Juburi
Project Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
naljuburi@socccd.edu

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

CONSTRUCTION MANAGER

Diana Johnson
Regional Market Sector Leader
AECOM

999 W. Town and Country Road
Orange, CA 92868
diana.johnson@aecom.com

CLAIMS RELATED NOTICES

Region Chief Counsel- LA Metro
AECOM
300 S. Grand Ave
9th Floor
Los Angeles, CA 90071

- 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”

Ann-Marie Gabel
Vice Chancellor, Business Services

Diana Johnson
Regional Market Sector Leader

(Date)

(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
Senior Construction Manager	\$175
Project/Construction Manager	\$155
Assistant Construction Manager	\$138
Senior Project Engineer	\$125
Project Engineer	\$115
Senior Estimator	\$135
Scheduler	\$138
Project Controls	\$140
Virtual Construction/BIM Specialist	\$150
QA/QC Specialist	\$158

Attachment - B

General Conditions Items for CM'S Jobsite Offices

- Jobsite Office for CM – provided by the District for 9-month duration.
- Task chairs - provided by Construction Manager
- Desks – provided 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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Agreement for Software Development Services, Neudesic, LLC

ACTION: Approval

BACKGROUND

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

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

STATUS

District IT is recommending Neudesic, LLC assist by providing software development services for the following projects as described in the EXHIBIT A work order:

- Student Information System (SIS) Enhancements
- SIS, Sherpa and MAP Performance and Reliability Enhancements
- AB705 Registration Restriction Module
- Mobile Responsive Student Registration

The work order with Neudesic, LLC (EXHIBIT A) will not exceed \$1,288,400 for the term of August 1, 2018 through December 31, 2019.

Funding for these software development services is provided by the basic aid allocation of \$2,501,800 for SIS Enhancements and related projects.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the work order with Neudesic, LLC (EXHIBIT A) for an amount not to exceed \$1,288,400 for the term of August 1, 2018 through December 31, 2019.

Item Submitted by: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services

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

To:

Neudesic, LLC
8105 Irvine Center Drive, Suite 1200
Irvine, CA 92618

Supplier Contract Number(s):

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

Item	Description	Start Date	End Date	Not to Exceed Amt.
1	Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff.	8/1/18	12/31/19	\$650,000
2	Review SIS, Sherpa and MAP architecture to identify areas for performance and reliability improvement.	8/1/18	12/31/19	\$200,000
3	Create a registration restriction module to fully support the new prereq and coreq requirements in support of AB705.	8/1/18	12/31/19	\$302,400
4	Modify the registration and waitlist systems to make them fully mobile responsive for students.	8/1/18	12/31/19	\$136,000

Work order approved by:
DISTRICT

South Orange County Community College District

Accepted by:
IT CONSULTANT

Neudesic, LLC

Ann-Marie Gabel
Vice Chancellor, Business Services

Parsa Rohani
Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci
Vice Chancellor, Technology and Learning Services

(Date)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: DSA Resident Inspector Services, Todd's Inspection Services

ACTION: Approval

BACKGROUND

The district employs DSA Inspection Services at various times for capital improvement projects. A DSA Resident Inspector provides on-going services including acting as a liaison with the Division of the State Architect (DSA), providing oversight for smaller miscellaneous projects and providing consistency between larger projects.

Public Contract Code section 6106 and Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at fair and reasonable prices to the public agencies. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm.

STATUS

On April 19, 2018 and April 26, 2018, SOCCCD ran a newspaper advertisement for consideration of a DSA Resident Inspector. Additional marketing efforts included placing a copy of 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 18, 2018, four proposals (EXHIBIT A) were received and members of district services and both college facilities departments evaluated the submittals. Criteria for selection includes: experience with community college projects ranging from \$500,000 to \$65,000,000, acting as liaison with Division of the State Architect, number of years performing services, commitment to seeing projects through to the end and the assurance that fees align with all of the above and are fair and reasonable. On June 6, 2018, the four individuals were interviewed, with Todd Robinson of Todd's Inspection Services being selected as the recommendation to the Board for a five year contract, as best value with a contract value of \$1,109,400 (EXHIBIT B).

Initial Basic Aid funds for these services have been approved and costs will be distributed to various associated projects.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a five year contract for DSA Resident Inspector Services, with Todd's Inspection Services, from August 27, 2018 through August 26, 2023, with a contract value of \$1,109,400.

**Request for Qualifications & Proposals No. 362D
DSA Resident Inspector Services**

South Orange County Community College District

July 30, 2018

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING	HOURLY/OVER TIME RATES
Todd's Inspection and Testing Services	San Pedro, CA	Todd Robinson	1555	\$103/\$103 ¹
BPI Inspection Service	Los Angeles, CA	Bob Payinda	1435	\$92/\$112
Knowland Construction Services	Rancho Palo Verde, CA	Christopher Knowland	1417	\$104/ Negotiated
Vital Inspection Services, Inc.	Anaheim, CA	Phillip Barragan	1411	\$92/\$112

¹Negotiated Fee



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DSA INSPECTION SERVICES AGREEMENT Resident Inspector, DSA Inspection Services Todd's Inspection Services

This AGREEMENT is made and entered into this 27th day of August in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Todd's Inspection Services, 1625 South Centre Street, San Pedro, CA 90731, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain Resident Inspector, DSA Inspection Services; and

WHEREAS, CONSULTANT is specially trained and fully certified as required by the State of California, experienced and competent to provide CONSULTANT 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 and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. 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 AGREEMENT is for one Resident Inspector. The CONSULTANT shall designate Todd Robinson, as DSA Resident Inspector, Class 1. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in this role. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with this AGREEMENT.

- 1.4. **Replacement of Key Individual.** If the designated 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 and replace that person with one acceptable to the DISTRICT after review of resume and/or interview.
- 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) the Architect; (b) the Contractor; (c) Test/Inspection Service Providers; and (d) others providing services in connection with various projects. The Architect is responsible for the adequacy and sufficiency of project design and the contents of Design Documents for the various projects. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the various projects design or the Design Documents for the various projects, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements. The CONSULTANT shall be responsible for assisting the DISTRICT with generally coordinating the services of the Inspector and Test/Inspection providers during the construction phase. The CONSULTANT is not responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.
- 1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S various project schedules for the performance of the CONSULTANT'S services. The schedule may be adjusted as the various projects proceed 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 various projects.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 necessary to produce a reasonably complete and accurate set of construction documents except those services provided by the DISTRICT.
- 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.
- 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 various projects.
- 2.4. **Existing Conditions.** The CONSULTANT shall investigate existing conditions or facilities and make recommendations of work scope based on such conditions or facilities.
- 2.5. **Resident Inspector.** The Resident Inspector services shall include but not limited to the following:
 - a. Provide Resident Inspector services to insure compliance with code, plans, specifications and quality control required of educational facilities.
 - b. Participate in the constructability review of project documents with design/contracting Firm, District and College representatives including review of general and special conditions and adherence with College standards.

- c. Advise District or College Project Managers regarding DSA and other regulatory agencies jurisdictional issues as necessary to maintain project continuity.
- d. Assist with the selection process for DSA IORs, testing laboratories and special inspectors on future projects as requested.
- e. Act as liaison with DSA Field Engineers.
- f. Provide information to all active DISTRICT IORs relative to updates on DSA procedures, approaches and regulatory changes.
- g. Assist as needed to aid in DSA Project Close Out.
- h. Act as DSA IOR for assigned projects.

2.6. **Project Specific Assignments.** When acting as DSA IOR, services shall include but not be limited to the following tasks:

- a. **Work Plan.** Work with DISTRICT to finalize project requirements when assigned:
 - 1. Develop a list of all plans, specifications and other documents necessary to perform services.
 - 2. Ensure that work scope conforms to the project plans and specifications.
 - 3. CONSULTANT recognizes the scope of work may include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.
- b. **Preparation for Entering Construction Phase.**
 - 1. **Review of Design Documents.** The CONSULTANT shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the various projects.
 - 2. **Constructability Review.** Participate in the constructability review of various project documents with contracting firm, DISTRICT, and College representatives.
 - 3. **Inspection Plan.** Prior to commencement of work, CONSULTANT will cooperate with the DISTRICT, and the Construction Manager to develop an inspection plan for the construction of the various projects.
 - 4. **Master Construction Schedule.** The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for various project construction.
- c. **Construction Phase.** The CONSULTANT'S services shall include but not be limited to the following tasks:
 - 1. Provide DSA inspection services to insure compliance with code, plans, specifications and quality control required of an educational facility. Issue correction and stop work notices and notify the DISTRICT and Construction Manager in writing if work does not conform to contract document.

2. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
3. Maintain liaison with the A/E, Construction Manager, Testing Lab, Special Inspections Lab, DISTRICT and other regulatory agencies and governing bodies as necessary to maintain various project continuity.
 - i. Weekly, provide an ongoing and updated log of all RFI's and approved submittals
 - ii. Provide electronic copy of all inspection requests
 - A. Inspection requests shall be reviewed for conformance and signed according to project requirements
 - B. Submittal and notice must conform to project requirements
 - C. All utility trenches must be accompanied by a cleanly detailed sketch indicating type of utilities, points off buildings, changes in direction and depths. No backfill will be authorized without this document. This information must be on as-builts at next progress payment review.
 - D. See DSA 103 for requirements and earthwork specifications. The General Contractor shall review the DSA 103, fill out and sign the Contractor's statement of Responsibility per CBC 1709A.
 - iii. Complete DSA 156 and discuss during weekly progress meetings
4. Submit, on a daily basis, an activity report to the Construction Manager and Resident Inspector, including the following information:
 - i. Activities performed by the Contractors, and areas where work is performed.
 - ii. Staffing assigned to each Contractor and Subcontractor.
 - iii. Weather conditions.
 - iv. Equipment and materials delivered to the site.
 - v. Construction equipment and vehicles utilized.
 - vi. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - vii. Verbal instruction and clarifications of the work given to the Contractor.
 - viii. Inspection by representatives of regulatory agencies.
 - ix. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 - x. List visitors to the site, titles, and reasons for visit.
 - xi. List telephone calls made or received, and a substantial outline of the nature of such calls, including statements or commitments made during the call. Identify the parties calling.

- xii. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- 5. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc.
 - i. On the basis of on-site observations and inspections as DSA Inspector, the CONSULTANT shall keep the DISTRICT informed of the progress and quality of the work and shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract.
 - ii. Shop Drawings do not supersede DSA approved construction documents. If discrepancy, corrective action must be required.
 - iii. Deviation notices, Correction notices and CCD items will be tracked and shared during construction progress meetings.
 - iv. Deviation notice, DSA 154, will be issued for items pertaining to SS, FLS and AC that are not in compliance with the DSA approved construction documents.
 - v. The project inspection card, DSA 152 will be signed off as approved sequence occurs.
 - vi. CCD A work may not be signed until after DSA approval.
- d. The CONSULTANT shall have access to the work at all times and shall spend be on site during all active construction hours maximizing the amount of time spent on the jobsite. Time spent in the inspection trailer shall be limited and may include reviewing plans in response to a specific question, meeting with the DSA Field Representative and arranging special inspections.
- e. Attend all meetings as required in contract documents and requested by DISTRICT, i.e., billing meetings, specification review meetings, coordination meetings, weekly progress meetings, pre-roofing meetings, etc.
- f. Assist the Construction Manager and DISTRICT in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- g. Inspect, verify, and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery of equipment to the job site.

- h. Submit to the Construction/Project Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
- i. Review the Contractor's Payment Requests at billing meetings.
- j. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the DISTRICT a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
- k. Assist the DISTRICT in the review of Contractor's Submittals.
- l. At completion of PROJECT, deliver all inspection records and PROJECT correspondence to the DISTRICT.
- m. Perform all necessary coordination to ensure timely submittals to DSA including managing "Box" activities and acting as liaison for the DISTRICT on all project close out submittals. Examples of forms CONSULTANT will include but are not limited to:
 - 1. DSA 6-PI: Project Inspector Verified Report.
 - 2. DSA 102-IC: Construction Start Notice/Inspection Card Request.
 - 3. DSA 151: Project Inspector Notifications.
 - 4. DSA 154: Notice of Deviations/Resolution of Deviations.
 - 5. DSA 155: Project Inspector Semi-Monthly Report.
 - 6. DSA 156: Commencement/Completion of Work Notification.
- n. CONSULTANT will be required to have an understanding of all associated IR'S and advise DISTRICT whenever conflict might arise.

2.7. Post-Construction Phase.

- a. Review and Transmittal of Contractor Close-Out Documents. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents required by DSA. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the Contractor for measures to secure compliance with the requirements. The CONSULTANT shall deliver to the DSA box all the Contractor's close-out documents and items.
- b. Consultant Project Records. Within 30 days of the date of issuance of an associated work completion, the CONSULTANT shall assemble and deliver to the DISTRICT all of the PROJECT records maintained by the CONSULTANT relating to the PROJECT.
- c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CONSULTANT shall monitor Contractor's post-construction activities for

conformity with requirements of the Contract. The CONSULTANT shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.

- 2.8. **Materials.** CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. **Additional Services.** Additional services are services not included in the Services set forth. 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 B. 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 Basic 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.

ARTICLE 4 TERM OF SERVICES

- 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.** The term of this Agreement shall commence on August 27, 2018 and end on August 26, 2023. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the contract duration.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 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 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 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 CONSULTANT

The DISTRICT shall compensate the CONSULTANT for services satisfactorily rendered pursuant to the Agreement for a total fixed fee not to exceed One Million One Hundred Nine Thousand Four Hundred dollars and 00/100 (\$1,109,400), as defined in Attachment A.

- 6.1. **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 Basic Services.
- 6.2. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, and authorized Additional Services. Services are to be invoiced in equal monthly amounts.
- 6.3. **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.
- 6.4. **Reimbursable Expenses** Not Used.
- 6.5. **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 Basic Services, and authorized Additional Services. 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 Architect or any Contractor.

- 6.6. **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.
- 6.7. **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 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.8. **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.** Documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the 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 and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. 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.** Not Used.
- 7.4. **Documentation.** The CONSULTANT shall provide daily reports.

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 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 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 15 days prior to the suspension date. If the AGREEMENT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the AGREEMENT 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.** Not Used.
- 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 seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within seven 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 AND ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the various projects or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **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 CONSULTANT, 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 various projects are 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the various projects, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the various projects.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the AGREEMENT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. 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:

Brandye D'Lena, Executive Director of Facilities Planning

- 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 various projects or nonconformance with the construction contract documents. 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 various projects.
- 10.4. **Tests/Inspections.** The DISTRICT shall retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the various projects as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 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 various projects shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

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.** 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 accuracy of 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 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

Brandye D'Lena
Executive Director of Facilities Planning
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
bdlena@socccd.edu

CONSULTANT

Todd Robinson
DSA Class 1 Inspector
Todd's Inspection Services

1625 South Centre St.
San Pedro, CA 90731
robinson.dsa@sbcglobal.net

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.

11.17. **Definitions**

- a. **Associate Work.** The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. **Contract.** A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of various projects.
- 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 various projects. Design Documents include surveys, soil reports and other documents prepared for the various projects by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Architect.** The Architect is represented by various firms. References to the Architect include the Principal and its consultants 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 various projects.
- f. **Site.** The physical area for construction and activities relating to construction of the various projects.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the various projects. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for various project construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract 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 a Contract 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 Contract.

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

CONSULTANT

Todd's Inspection Services

DISTRICT

South Orange County Community College District

Todd Robinson
DSA Class 1 Inspector

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Annual Fee Distribution
Attachment B Criteria and Billing for Extra Work

ATTACHMENT A ANNUAL FEE DISTRIBUTION

<u>Term of Service</u>	<u>Annual Fee</u>
August 27, 2018 - August 26, 2019	213,180
August 27, 2019 - August 26, 2020	217,444
August 27, 2020 - August 26, 2021	221,793
August 27, 2021 - August 26, 2022	226,229
August 27, 2022 - August 26, 2023	<u>230,754</u>
	\$1,109,400

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
 - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
 - b. Provide inspection services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of the contractor.
4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

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 Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

Consultant Services

Fee Per Hour

DSA Inspector

Per Attachment A

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopt Resolution No. 18-17: Declaration of an Emergency Situation Regarding the Collapse of an Evaporation Cooler Unit at Saddleback College, and Contract with Envisé, Inc.

ACTION: Approval

BACKGROUND

In late May 2018, the evaporation cooler serving the Horticulture facility at Saddleback College collapsed and fell to the side of the building. According to Public Contract Code section 20654, in an emergency when repairs are necessary to any facility of the college to permit the continuance of existing college classes or to avoid danger to life or property, the board may, by unanimous vote, with the approval of the County Superintendent of Schools (EXHIBIT B), enter into a contract for these repairs without advertising for or inviting bids. The collapse of the unit presented a safety issue for faculty, staff, and students, which necessitated emergency repairs to permit classes to begin in time for the fall semester. The repair to the evaporation cooler unit was beyond the scope of the District's in-house staff and an expert contractor had to be called to in to undertake the replacement immediately. Envisé, Inc. was hired to perform the work. The work underway will cost of \$90,135 for parts and labor.

STATUS

In order to prevent and mitigate impairment of operations, exposure to health and safety issues, the District contracted with Envisé, Inc. (EXHIBIT C) to conduct the necessary repairs and restore services vital to operate the District.

The cost of repairs is funded by Saddleback College's General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-17, (EXHIBIT A), Declaration of an Emergency Situation Regarding the Collapse of an Evaporation Cooler Unit at Saddleback College and ratify the contract with Envisé, Inc. in the amount of \$90,135 for repairs.

RESOLUTION NO. 18-17
RESOLUTION OF THE BOARD OF TRUSTEES
OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT DECLARATION OF AN EMERGENCY SITUATION
REGARDING THE COLLAPSE OF AN EVAPORATION COOLER UNIT AT THE
HORTICULTURAL FACILITY AT SADDLEBACK COLLEGE

JULY 30, 2018

WHEREAS, in May 2018, the South Orange County Community College District's evaporation cooler located at Saddleback College's Horticulture facility collapsed and fell to the side of the building; and

WHEREAS, emergency repairs on the evaporation cooler at Saddleback College are necessary; and

WHEREAS, the District hired Envisé, Inc., a certified contractor, to make the repairs in order to ensure that classes will not have to be cancelled; and

WHEREAS, the cost for the emergency repair to the evaporation cooler is \$90,135; and

WHEREAS, the District's Facilities department has assessed the damage to the evaporation cooler and has confirmed the recommendation that it needed emergency repairs, and

WHEREAS, in order to quickly correct safety hazards and the interference of class scheduling and pursuant to Public Contract Code Section 20654, it is necessary that the Board of Trustees unanimously approve repairs and approve the emergency request sent to the Orange County Department of Education; and

NOW THEREFORE, be it resolved that the Governing Board of the South Orange County Community College District has determined that these circumstances constitute an emergency condition and request approval from the Orange County Department of Education to ratify a contract with Envisé, Inc. for repair of the evaporation cooler Saddleback College's Horticulture facility without advertising or inviting bids pursuant to Public Contract Code section 20654 and Public Contract Code section 1102;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the South Orange County Community College District directs the District staff to negotiate with Envisé, Inc. to make the necessary repairs to the evaporation cooler Saddleback College's Horticulture facility.

RESOLUTION NO. 18-17
RESOLUTION OF THE BOARD OF TRUSTEES
OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT DECLARATION OF AN EMERGENCY SITUATION
REGARDING THE COLLAPSE OF AN EVAPORATION COOLER UNIT AT THE
HORTICULTURAL FACILITY AT SADDLEBACK COLLEGE

Adopted by the Board of Trustees of the South Orange County Community College
District, Orange County, State of California, this 30th day of July, 2018

Board of Trustees	Ayes, in favor	Nays, opposed
Timothy Jemal		
Marcia Milchiker		
T.J. Prendergast III		
James R. Wright		
David B. Lang		
Barbara J. Jay		
Terri Whitt		

By: _____

President, Governing Board of the
South Orange County Community College District

RESOLUTION NO. 18-17
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OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE
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HORTICULTURAL FACILITY AT SADDLEBACK COLLEGE

JULY 30, 2018

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 30th day of July, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and this 30th day of July 2018. seal

Kathleen F. Burke
Secretary to the Board of Trustees



July 12, 2018

Dean West
Associate Superintendent, Business Services
Orange County Department of Education
200 Kalmus Dr.
P.O. Box 9050
Costa Mesa, California 92628

Dear Mr. West,

This letter is a written request by SOCCCD to the County Superintendent of Schools for approval to enter into a contract for emergency repairs due to the collapse of a water evaporation unit at Saddleback College's Horticulture facility. The collapse of the unit presents a safety issue for faculty, staff, and students, which necessitates emergency repairs to permit classes to begin in-time for the Fall semester. The repair to the evaporation cooler unit is beyond the scope of the District's in-house staff and an expert contractor must be called in to undertake the repairs immediately.

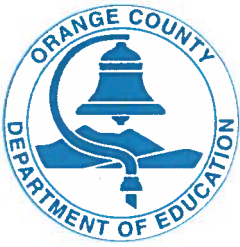
Consider this letter a formal written request for approval to enter into a contract without advertising for or inviting bids for repair of the water evaporation unit at Saddleback College's Horticulture facility, in accordance with Public Contract Code Section 20654.

Thank you for your consideration of this matter.

Sincerely,

Ann-Marie Gabel
Vice-Chancellor, Business Services

cc: Priya Jerome



July 12, 2018

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

Anne-Marie Gabel
Vice-Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Dear Ms. Gabel:

This letter is in response to your District's request to the County Superintendent of Schools for approval to enter into an emergency contract due to the collapse of a water evaporation unit at Saddleback College's Horticulture facility. It is our understanding that the collapse of the unit presents an imminent safety issue for faculty, staff, and students. In addition, emergency repairs are necessary to permit classes to begin on time for the fall semester at Saddleback College. It is also our understanding that the repair to the evaporation unit is beyond the scope of the District's in-house staff due to the fact that the unit is a highly specialized unit built specifically for the Horticulture facility. An expert contractor must be called in to undertake the repairs immediately.

Consider this letter formal notice of approval to enter into an emergency contract in accordance with Public Contract Code section 20654. Please be advised that Public Contract Code section 20654 does not exempt the District from other legal requirements other than not having to advertise or invite bids.

Sincerely,

Dean West, CPA
Associate Superintendent
Business Services Division

DW:ts

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

AGREEMENT – HORTICULTURE EMERGENCY EVAPORATIVE COOLER REPAIR /
REPLACEMENT, SADDLEBACK COLLEGE, ENVISE, INC.

THIS AGREEMENT, dated the 13th day of July, 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as SC"DISTRICT"), and Envise, Inc., (hereinafter referred to as "CONTRACTOR") 12131 Western Ave, Garden Grove, 92841.

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

1. CONTRACTOR agrees to complete the Project known as SC-Horticulture Emergency Evaporative cooler Repair / Replacement according to all the terms and conditions set forth in the Project Documents, including but not limited to Non-collusion Declaration, Workers' Compensation Certificate, (Faithful Performance Bond, Payment Bond If over \$25,000), (Escrow Agreement, if applicable), Drug-Free Workplace Certification, Smoke-Free Workplace Certification, No Gift Policy Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Scope of Work description, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Terms and Conditions of these Project Documents take precedence over any terms and conditions included in attached proposals (Attachment A – Proposal, Attachment B –Scope of Work).

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Not to Exceed Ninety thousand one hundred thirty five dollars Dollars (\$90,135.00).

4. The work shall be commenced on or before July 13, 2018 and shall be completed within One Hundred Eighty (180) consecutive calendar days from the date specified herein. **Time is of the essence.**

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

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

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

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

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

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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

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

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

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless, the DISTRICT, including but not limited to any the Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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

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

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

Subcontractors of every tier \$1,000,000

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than \$2,000,000

Excess Liability Insurance (CONTRACTOR only) \$2,000,000

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities

SC 18.6.25-Horticulture Emergency Evaporative cooler Repair / Replacement_Envisi

eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

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

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

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Travis Fletcher, whose title is Branch Manager, is authorized to act for and bind the corporation.

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

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

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

DISTRICT

CONTRACTOR

By: 
Ann-Marie Gabel
Vice Chancellor, Business Services
agabel@socccd.edu
7/13/18

By: 

Date

Travis Fletcher

Print Name

Branch Manager

Title

6.14.18

Date

tfletcher@enviseco.com

Email

1005262

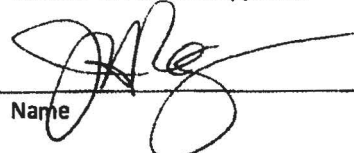
CONTRACTOR'S License No.

47-3439812

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
If corporation)

Director of Facilities Approval



Name

7/4/18

Date

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of _____, 20____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" _____, whose address is _____ hereinafter called "Contractor;" and, _____, whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for _____ in the amount of _____, dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 47(d)) The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT'S enforcement of this Guarantee.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to CONTRACTOR'S surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone: _____

SHOP DRAWING TRANSMITTAL

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: _____

This is a(n): Original _____
 Submittal _____
 2nd Submittal _____
 [] Submittal _____

Subject of Submittal:	Equipment	Specification
	Designation:	Section(s):

Complete either (a) or (b)

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).	
(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on an attached sheet).	

(continued on next page)

The CONTRACTOR has reviewed and approved not only the field dimensions and the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

Signature of Contractor or
Supplier

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Envisé
NAME OF CONTRACTOR


Signature

Travis Fletcher
Print Name

Branch Manager
Title

6.14.18
Date

SMOKE-FREE WORKPLACE CERTIFICATION

Pursuant to Board Policy 2150, South Orange County Community College District maintains a smoke free environment in all District sites in order to maintain an educational and workplace environment that is conducive to the health and safety its students and employees. The use of tobacco products, to include but not limited to, the burning of any type of cigar, cigarette, or pipe, electronic (vapor) cigarette, and the use of smokeless/chewing tobacco is strictly prohibited within or on any District facility or property.

Tobacco products shall not be commercially sold or distributed in any manner on any District site including free samples from vendors or other entities. Advertising and sponsorship of events by any entity is also prohibited.

Contractor certifies that they will publish a statement notifying its subcontractors/employees with the details of this policy as it pertains to work at District sites.

This policy pertains to students, faculty, staff, administrators, contractors, visitors, and the general public attending events or working at any site within the District. Additionally, this policy applies to all District owned facilities and construction sites, owned or leased and regardless of location, and all state and auxiliary vehicles.

I acknowledge that I am aware of the provisions of SOCCCD Board policy 2150 and hereby certify that I will adhere to the requirements of the Smoke-Free Workplace policy.

Envisé
NAME OF CONTRACTOR


Signature

Travis Fletcher
Print Name

Branch Manager
Title

6.14.18
Date

NO GIFT POLICY CERTIFICATION

Contractors shall not offer any gratuities, favors, incentives, or anything of monetary value ("Incentives") to any official, employee or agent of the district for the purpose of influencing the consideration of any bid. Submission of a bid indicates contractor certifies that they have not paid nor have agreed to pay any person, other than a bona fide employee or agent of the Contractor, a fee or a brokerage fee resulting from the award of the contract. Providing Incentives shall result in the immediate termination of Contractor's existing and future contracts. The District will take appropriate actions including, but not limited to, referral to local law enforcement authorities.

Contractor certifies that they will publish a statement notifying its subcontractors/employees with the details of this policy as it pertains to work at District sites.

This policy pertains to contractors, consultants and proposers conducting business within the District.

I acknowledge that I am aware of the provisions of SOCCCD and hereby certify that I will adhere to the requirements of the District No Gift policy.

Envisé

NAME OF CONTRACTOR



Signature

Travis Fletcher

Print Name

Branch Manager

Title

6.14.18

Date

CHANGE ORDER NO. _____ (ADDITIVE)

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded.):

Original contract price: \$ _____

Change Order amount: \$ _____

New contract price: \$ _____

TIME FOR COMPLETION:

Original completion date: _____

Time for completion of

Change Order: _____

New completion date: _____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____
Signature

Print Name

Title

Date

DISTRICT

By: _____
Signature

Print Name

Construction Manager
Title

Date

ARCHITECT

By: _____
Signature

Print Name

Title

Date

DISTRICT

By: _____
Brandye D'Lena
Executive Director, Facilities Planning

Date

CHANGE ORDER NO. _____ (DEDUCTIVE)

PROJECT: _____

TO: _____

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall be deleted.):

Original contract price: \$ _____

Change Order amount: \$ _____

New contract price: \$ _____

TIME FOR COMPLETION:

Original completion date: _____

Time for completion of

Change Order: _____

New completion date: _____

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____

Print Name

Title

Date

DISTRICT

By: _____

Print Name

Construction Manager
Title

Date

ARCHITECT

By: _____

Signature

Print Name

Title

Date

DISTRICT

By: _____

Brandy D'Lena
Executive Director, Facilities Planning

Date

CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Per Article 70 of the General Conditions.

Certification for Envisé. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the HVAC which we have installed in the South Orange County Community College District under Project/Bid No. _____.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

6.14.18
Date

Envisé
Name of Contractor

By: 
Signature

Travis Fletcher
Print Name

Branch Manager
Title

STATEMENT OF ANTICIPATED DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

Date: 6.14.18

Project: Horticulture Emergency Evaporative Cooler Repair/Replacement
South Orange County Community College District

- ☒ Our firm anticipates using Disabled Veteran Business Enterprise (DVBE) participation on this project to the maximum degree possible and will, following execution of an agreement, make a Good Faith Effort to invite and encourage DVBE participation.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract.

OR

- ☐ Our firm anticipates using Disabled Veteran Business Enterprise (DVBE-supplied services/materials amounting to \$_____ or _____% on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/individuals we anticipate using.

At the conclusion of the project, we will report to the District the total dollar amount of DVBE participation (service/materials) used under our contract.

Company: Enviser

Name: Travis Fletcher

Title: Branch Manager

Signature: 



CERTIFICATION-PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES

The Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess the Contractor's success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual DVBE participation at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.


Signature _____ Travis Fletcher _____
Typed or Printed Name

Branch Manager _____ Enviser _____
Title Company

12131 Western Ave _____ Garden Grove, CA 92841 _____
Address City, State, Zip

714-657-1032 _____ tfletcher@enviser.com _____
Telephone Email



Saddleback College Horticulture Emergency Evaporative Cooler Replacement Proposal

JUNE 8, 2018

Jim Rogers
Saddleback College
28000 Marguerite Pkwy
Mission Viejo, CA 92692

Reference: Horticulture Emergency Evaporative Cooler Replacement Proposal

Dear Mr. Rogers,

Following our site inspections and latest discussions, Envisé is recommending the College address the Horticulture Building Evaporative Cooling System. The current state of the building causes for an emergency replacement of the existing Evaporative Cooling Cell Wall system. The existing system is old, deteriorated, rusting out and has collapsed which causes potential safety issues for the students and staff utilizing the building. We are proposing to immediately take out the existing cooling wall system and replace with new to ensure safety for the College and the ability to keep the building open for the program. The current lead time for the equipment is approximately 6 weeks. With your approval, we will provide the following scope of work:

Scope of Work:

- Prep area for work
- Demo existing evaporative cooler (wall system) and associated piping
- Sand, wire brush, cut and patch damaged metal frames
- Provide and install new evaporative cooler wall system, including re-piping associated piping
- Replace sheet metal flashings around cooling wall system
- Startup unit and test to ensure proper operation

Clarifications and Exclusions

- Payment and Performance Bonds included
- Work to be performed during normal business hours
- DSA excluded
- Engineering excluded
- 4 to 6 week equipment lead time
- Forklift rental included for Envisé to install the cooling wall system
- Prevailing Wages Included
- No work included underground for posts; posts to remain
- Fan wall to remain as is
- Unforeseen structural issues that may arise are excluded as condition is poor and may continue to deteriorate prior to replacing

Total Price NOT TO EXCEED.....\$90,135

The above price includes straight-time labor, material and any applicable taxes. Provided is a one-year labor warranty and one-year material warranty. These prices will be held firm for 30 days.

Envisé

12131 Western Ave
Garden Grove, CA 92841

P +1.844.4Envisé
DIR# 1000030376



Saddleback College Horticulture Emergency Evaporative Cooler Replacement Proposal

PAGE 2

Should you have any questions please give me a call at (714)943-0150. You may email your approval to me at jlee@enviseco.com

Sincerely,

Saddleback College

Jennie Lee
Sr Account Consultant

Approved By: _____

Date: _____

Photos (prior to collapse):



Terms and Conditions (rev 02/2016)

1. In addition to any price specified on the face hereof, Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or work furnished hereunder or for their use by Envisi on behalf of Customer whether such tax shall be local, state, or federal in nature.
2. Payment for services performed under this scope is due within thirty (30) days of invoice date. Finance

charges will apply to balances over 30 days, and Envisie reserves the right to stop all work until such balances are made current.

- | | | |
|--|---------------|----------|
| | Envisé | 3 |
|--|---------------|----------|



8. The exclusive jurisdiction and venue of any suit or any other action involving the interpretation or enforcement of this Agreement shall be the location of the project, and the Agreement shall be governed by the law in effect at the location of the project.

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Performance and Payment Bond

Bond No.82458441

Amount \$ 93,000.00

Know All Men By These Presents,

That we, ENVISE, INC.
12131 Western Avenue, Garden Grove, CA, 92841

(hereinafter called the Principal),

as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto
SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

(hereinafter called the Obligee),

in the sum of Ninety Three Thousand and 00/100 Dollars
(\$ 93,000.00), for the payment of which we, the said Principal and said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee, dated
for SC-Horticulture Emergency Evaporative cooler Repair / Replacement

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof
as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Contract specified and shall pay all lawful claims of sub-contractors, materialmen or laborers for labor performed or materials furnished directly to the Principal, in the performance of said Contract, we agreeing and assenting that this bond shall be for the benefit of the Obligee, any sub-contractor, materialmen or laborer having a just claim, subject to the Obligee's priority, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated, subject, however, to the following conditions:

No suit or action shall be commenced hereunder by any claimant supplying labor or material on the Project:

a) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

Any suit under this bond by the Obligee must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Sealed with our seals and dated this 18th day of June, 2018

ENVISE, INC.

Principal

By: Rebecca Reyes
Rebecca Reyes, Secretary

By: April Martinez
April Martinez, Attorney in Fact
Federal Insurance Company

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On June 19 2018 before me, Chrystal Palacios, Notary Public
(Here insert name and title of the officer)

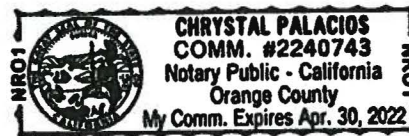
personally appeared Rebecca Reyes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Chrystal Palacios
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles

On JUN 18 2018 before me, D. Casillas, Notary Public, personally appeared April Martinez 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

A handwritten signature in blue ink, appearing to read "D. Casillas", written over a horizontal line.

D. Casillas

Signature of Notary Public

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint. B. Aleman, Tracy Aston, KD Conrad, Lisa Crail, Simone Gerhard, April Martinez, Renato F. Reyes and Edward C. Spector of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of March, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 8th day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316886
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

JUN 18 2018



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: FY 2020-2021 Five Year Construction Plan Revision and IPP / FPP Submittal to the State Chancellor's Office

ACTION: Approval

BACKGROUND

Each year, the district is required to submit a Five Year Construction Plan to the State Chancellor's Office which aligns with the objectives of the district's Education and Facilities Master Plan. On April 30, 2018, the Board of Trustees approved the district's priorities for the Five Year Construction Plan which is referenced during the basic aid allocation cycle.

Due at the same time as the Five Year Construction Plan, community college districts may submit annual project proposals to apply for state funding. These submittals are in two parts, the Initial Project Proposal (IPP) and the Final Project Proposal (FPP). The IPP is a three page concept paper that introduces the needs, the costs and the duration of the proposed project. The proposal is also categorized as a growth project, a modernization project, or a project to "promote a complete campus". The State Chancellor's Office evaluates these factors, together with space capacity information provided in the Five Year Construction Plan, to determine whether a project is eligible to move forward the following year into the more comprehensive FPP development. The State Chancellor's Office permits a maximum of one IPP per college per year to move forward as a FPP, but does not limit the number of IPP submissions. The FPP submittal contains approximately 50 pages; continuing the IPP efforts with a more thorough project description. If approved and state bond money is available, the FPP is included in the capital outlay budget, as part of the annual state budget submittal. The components defined in the FPP act as the agreement between the state and the district and project modification jeopardizes funding.

The district submits IPPs and FPPs with an agreement to match state funding 50/50 in order to maximize eligibility points. Funding for the district match is considered as part of the basic aid allocation cycle.

STATUS

As a result of working with the colleges through the planning process and in preparation for the state submittal, staff has modified the Board approved priorities for the Five Year Construction Plan from April (EXHIBIT A) with the following changes:

- The Saddleback College TAS Renovation Building has been added as a state IPP submittal. This will allow for maximum flexibility as staff works with the college to evaluate the viability of building repurposing.

The revised EXHIBIT A identifies the following Initial Project Proposals (IPP) and the Final Project Proposals (FPP) for each college in the “status column”.

There are three IPPs submitted for Saddleback College and one IPP submitted for Irvine Valley College. The IPP projects for Saddleback College are the SM Renovation, the TAS Renovation and the Student Services Renovation. The project for Irvine Valley College is the B-300 Renovation. All four projects will include health and safety improvements including ADA improvements, security, and building system (mechanical, electrical, and plumbing) upgrades for energy and systems efficiency. The District is committed to funding 50 percent of State supportable costs for each of the proposed facilities. Following is a brief project description for each.

Saddleback College SM Renovation

The SM building is the second oldest permanent structure on campus. Portions of the building are inactive with occupancy of the new Science building. Differential settlement has caused water intrusion and structural concerns. The project will respond to instructional and student support space needs while also addressing differential settlement and upgrading building systems.

Saddleback College TAS Renovation

The proposed project will renovate the existing, deactivated Technology/Applied Science (TAS) Building for classroom, interdisciplinary lab, office and institutional support space. This project would allow for removal of all the portables remaining after the swing space is removed including Village 300 and 500, Campus Police, ITC (Village 2), Village 1, and Copy Center (Village 10).

Saddleback College Student Services Renovation

After completion of the new Gateway Building, approximately 63% of the Student Services Center building will be vacated. The proposed project will renovate the existing Student Services Center for offices, read/study (tutoring) space, student support, culinary arts program, bookstore, campus food facilities, and student life functions. Offices and support spaces will be reconfigured to allow for maximum use and create an inviting space for student-faculty interaction.

Irvine Valley College B-300 Renovation

Programs currently housed in B-300 have been moved to the new ATEP (IVC) building, and after completion, will be moved to the new Fine Arts building. The proposed project will renovate the existing B-300 Building for instructional space for Mathematics, Computer Science, and Physical Science programs to enhance the student learning environment.

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

There are also two FPPs, one each per college. They are the Saddleback College Gateway Building and the Irvine Valley College Fine Arts Building. These are both new buildings. The District is committed to funding 50 percent of State supportable costs for each of the proposed facilities. Following is a brief description of each.

Saddleback Gateway Building

The proposed project will construct a new Gateway Building which will consolidate and expand interdisciplinary instructional space and provide a highly integrated student services space. Student services are currently dispersed at opposite ends of the campus. The new Gateway Building will provide classroom, laboratory, office, and read/study space. The project will inactivate 63% of the Student Services building and portions of the Campus Village and the Science Math building.

Irvine Valley College Fine Arts Building

The proposed project will construct a new Fine Arts building complex which will consolidate and expand the Fine Arts department currently offering Art, Art History, Music and Dance instruction in laboratories located within a number of different buildings. The new Fine Arts building complex will provide classroom, laboratory, office, and read/study space. The project will inactivate existing space in the Humanities/Language/Fine Arts Building (A300), the Classroom Building (B100), the Physical Science & Art Building (B300), the Physical Education Building, and the Performing Arts Center.

Staff recommends the Board of Trustees approve the revised FY 2020-2021 Five Year Construction Plan, the four IPPs and two FPPs for signature and submittal to the State Chancellor's Office. Copies of the full Five Year Construction Plan, IPPS and FPPs are available in the district's Facilities Planning Department.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the changes to the FY 2020-2021 Five Year Construction Plan (EXHIBIT A) and approve for signature and submittal to the State Chancellor's Office. The Chancellor also recommends that the Board of Trustees approve the IPPs and FPPs as submitted with a 50/50 match for state supportable items.

Item 6.19 - Exhibit A has been revised. Replacement page was submitted at the board meeting and has been included as part of the agenda.

2020-2021 Five Year Construction Plan
South Orange County Community College District
July 30, 2018

EXHIBIT A
Page 1 of 1

2017 Priority	2018 Priority	2018 Priority	Project Title	Campus	Occupy Date	2018 Project Budget	Status
1	1	1	ATEP- DEMOLITION OF SELECTED BUILDINGS-County Exchange demolition	Irvine Valley College	2019/2020	\$ 7,000,000	Locally Funded or Future
3	2	2	STADIUM AND SITE IMPROVEMENTS-Pre Construction	Saddleback College	2019/2020	\$ 62,230,000	Locally Funded or Future
2	3	3	ATAS BUILDING - Criteria Design	Saddleback College	2021-2022	\$ 64,100,000	Locally Funded or Future
4	4	4	ATEP FIRST BUILDING - Complete	Irvine Valley College	2018/2019	\$ 29,350,000	Locally Funded or Future
5	5	5	ATEP UTILITIES/ INFRASTRUCTURE - Complete	Irvine Valley College	2018/2019	\$ 9,475,000	Locally Funded or Future
6, 18	6	6	NEW PARKING LOT-PHASE I AND PHASE II - Design	Irvine Valley College	2019/2020	\$ 8,788,000	Locally Funded or Future
7	7	7	CAMPUS VILLAGE (Interim Space) OFFLINE	Saddleback College	2021/2022	\$ 200,000	Locally Funded or Future
8	8	8	GATEWAY BUILDING-awaiting state funding	Saddleback College	2022/2023	\$ 42,195,000	FPP-SCO Approved*
10	9	9	HEALTH CENTER/CONCESSIONS - Programming	Irvine Valley College	2019/2020	\$ 7,500,000	Locally Funded or Future
9	10	10	FINE ARTS BUILDING-awaiting state funding	Irvine Valley College	2022/2023	\$ 36,630,000	FPP-SCO Approved*
14	11	11	RENOVATE SOCCER & PRACTICE FIELDS	Irvine Valley College	2022/2023	\$ 5,900,000	Locally Funded or Future
11	12	12	B-300 RENOVATION	Irvine Valley College	2023/2024	\$ 12,734,000	IPP-Submittal
12	13	13	SM BUILDING RENOVATION	Saddleback College	2023/2024	\$ 39,158,000	IPP-Submittal
-	-	14	TAS Renovation	Saddleback College	2024/2025	\$ 16,720,000	IPP-Submittal
13	14	15	NEW ATEP BUILDING	Saddleback College	2023/2024	\$ 32,385,000	Locally Funded or Future
15	15	16	STUDENT SERVICES RENOVATION	Saddleback College	2023/2024	\$ 26,797,000	IPP-Submitted
16	16	17	FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE	Irvine Valley College	2023/2024	\$ 7,169,000	Locally Funded or Future
17	17	18	GATEWAY BUILDING TRANSIT ENTRANCE PLAZA	Saddleback College	2023/2024	\$ 4,700,000	Locally Funded or Future
19	18	19	QUAD LANDSCAPE/HARDSCAPE RENOVATION	Saddleback College	2024/2025	\$ 1,000,000	Locally Funded or Future
20	19	20	FINE ARTS BUILDING RENOVATION	Saddleback College	2024/2025	\$ 31,030,000	Locally Funded or Future
21	20	21	A-QUAD LANDSCAPE/HARDSCAPE RENOVATION	Irvine Valley College	2024/2025	\$ 6,206,000	Locally Funded or Future
22	21	22	A-200 RENOVATION: SUCCESS CENTER	Irvine Valley College	2024/2025	\$ 6,258,000	Locally Funded or Future
23	22	23	SCIENCE MATH PLAZA RENOVATION	Saddleback College	2024/2025	\$ 3,103,000	Locally Funded or Future
24	23	24	CAMPUS ENTRANCE PLAZA RENOVATION	Irvine Valley College	2025/2026	\$ 9,202,000	Locally Funded or Future
25	24	25	HEALTH SCIENCES BUILDING RENOVATION	Saddleback College	2025/2026	\$ 9,523,000	Locally Funded or Future
26	25	26	RENOVATE PEDESTRIAN PATHWAYS-ARBORETUM TRAIL	Saddleback College	2026/2027	\$ 3,317,000	Locally Funded or Future
27	26	27	AUXILIARY GYMNASIUM	Irvine Valley College	2026/2027	\$ 18,725,000	Locally Funded or Future

Note: Items 15-26 are projects with scope and estimates likely to be refined during upcoming EFMP

* State Chancellor's budget reflected in this 5YP does not include all costs associated with escalation, soft costs, and FF&E

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9	10	10	FINE ARTS BUILDING-awaiting state funding	Irvine Valley College	2022/2023	\$ 36,750,000	FPP-SCO Approved*
14	11	11	RENOVATE SOCCER & PRACTICE FIELDS	Irvine Valley College	2022/2023	\$ 5,900,000	Locally Funded or Future
11	12	12	B-300 RENOVATION	Irvine Valley College	2023/2024	\$ 13,632,000	IPP-Submittal
12	13	13	SM BUILDING RENOVATION	Saddleback College	2023/2024	\$ 39,240,000	IPP-Submittal
-	-	14	TAS RENOVATION	Saddleback College	2024/2025	\$ 24,450,000	IPP-Submittal
13	14	15	NEW ATEP BUILDING	Saddleback College	2023/2024	\$ 29,350,000	Locally Funded or Future
15	15	16	STUDENT SERVICES RENOVATION	Saddleback College	2023/2024	\$ 27,920,000	IPP-Submitted
16	16	17	FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE	Irvine Valley College	2023/2024	\$ 7,169,000	Locally Funded or Future
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Note: Items 15-26 are projects with scope and estimates likely to be refined during upcoming EFMP

* State Chancellor's budget reflected in this 5YP does not include all costs associated with escalation, soft costs, and FF&E

TO: Board of Trustees

FROM: Kathleen F. Burke, 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: Discussion and Approval

BACKGROUND

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

STATUS

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

Legal counsel has been involved 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. These policies were submitted for review and study at the June 25, 2018 Board of Trustees meeting where recommendations for additional changes were made and now highlighted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve 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/she 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, ~~T~~he 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

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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 Board’s decision-making ability, and can be a burden to staff. Regular Board meetings shall ~~should~~ be adjourned at ~~by~~ 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 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.~~

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 lawsthe 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 special 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: or at the discretion of the presiding officer.
- ~~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 ~~spea~~k 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.

SPEAKERS

- 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.
- 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**:

- 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 **President of the Board****presiding officer**. 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 students 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:			

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~~ schedule 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

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 precedent.

- 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, or designee, 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 written document that is 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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

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

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of 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. ¹VANSCHOELANDT, DEBBIE (Employee ID# 018752) is to be employed as Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) at ATEP, Pos. # P0013782, Office of Instruction, Irvine Valley College, effective June 15, 2018. Approximate Salary Placement: Range 22, Step 1, \$144,396 per annum (\$12,033 per month) and \$250 mileage allowance per month. This is a temporary assignment not to exceed 960 hours (From July 1, 2018) until the permanent position is filled. **Education:** M.S., Education, California State University, Fullerton; B.A., Sociology, California State University, Long Beach. (Please see Exhibit B).
2. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)
 - a. ²AMINZADEH, ROYA, is to be employed as Transfer Center Counselor, Pos. #P0012784, Transfer, Career, & Special Programs, Saddleback College, effective July 30, 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.Ed., Educational Counseling, University of Southern California. B.A., Economics, University of California, Los Angeles. A.A., Liberal Arts, Saddleback College
 - b. ³BENAVIDEZ, JUDITH, is to be employed as Counselor (Generalist), Pos. #P0013480, School of Students and Counseling Services, Irvine Valley College, effective July 30, 2018. Approximate Salary Placement: Range III, Step 1. This is a new position approved by the Board of Trustees on April 23, 2018. **Education:** M.S., Counseling: Student Development in Higher Education, California State University, Long Beach. B.A., Economics, Mental Health, California State University, Fullerton.
 - c. ⁴DIEU, JASMINE, is to be employed as Counselor (Generalist), Pos. #P0013505, School of Students and Counseling Services, Irvine Valley College, effective July 30, 2018. Approximate Salary Placement: Range IV, Step 1. This is a new position approved by the Board of Trustees on April 23, 2018. **Education:** M.S., Counseling Psychology, California State University, Long Beach. B.A., Psychology and Social Behavior, University of California, Irvine. A.A., Social and Behavioral Science, Orange Coast College.
 - d. WOLFE, MARIANNA, is to be employed as Counselor (Generalist), Pos. #P0012845, School of Students and Counseling Services, Irvine Valley College, effective July 30, 2018. Approximate Salary Placement: Range III, Step 1. This is a new position approved by the Board of Trustees on November 13, 2017. **Education:** M.S., Counseling: Student Development in Higher Education, California State University, Long Beach. B.A., Human Services, Mental Health, California State University, Fullerton.

¹ Current Assistant Dean, Noncredit, Adult & Comm. Ed. & AEBG (Categorical)

² Current PTF (Counseling, SSSP, Saddleback College)

³ Current PTF (Counseling, Irvine Valley College)

⁴ Current PTF (Counseling, Irvine Valley 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>
Dohr, Ayumi	MA/Linguistics	Japanese/IVC	3	08/20/18
Dowdalls, James	MA/Illustration	Graphic Design/SC	2	08/20/18
Hall, Peggy	EQUIVALENCY	Adult ESL/SC	2	08/20/18
Hartman, Sean	PhD/Geol. Sciences	Geology/SC	5	08/20/18
Holland, Loren	MFA/Painting	Art/SC	2	08/20/18
Larson, David	MS/Biology	Biology/SC	2	08/20/18
Luong, Phong	PhD/Psychology	Psychology/IVC	5	08/20/18
Lynch, Stephanie	MA/Ed. Psychology	AEWD/SC	2	08/20/18
Manjarres, Francis	MA/Mathematics	Mathematics/IVC	2	08/20/18
McKnight, Jewel	MS/Counseling	Counselor/IVC	2	05/29/18
⁵ McMahon, Arnold	EQUIVALENCY	Humanities/SC	2	08/20/18
⁶ Moore, Larry	BA/Zoology	CIM/SC	1	08/20/18
Mortenson, Autumn	MFA/Dance	Dance/IVC	2	08/20/18
⁷ Pellegrino, Alexandria	EQUIVALENCY	Kinesiology/IVC	1	08/20/18
Ried, Silenia	MA/TESOL	Adult ESL/SC	2	08/20/18
⁸ Roberson, Russell	MA/Chemistry	Chemistry/SC	2	08/20/18
Tran, David	MS/Physics	Physics/IVC	2	08/20/18
⁹ Waymire, Nicole	EQUIVALENCY	Economics/SC	1	08/20/18
¹⁰ Whitehead, Travis	AA/General Studies	Emerg Medical Tech/SC	1	05/29/18
Winter, Nicole	PhD/Psychology	Psychology/IVC	5	08/20/18
Young, Martin	PhD/Philosophy	Philosophy/IVC	5	05/29/18
Zalzarriaga, Marie	BA/Architecture	Architecture/SC	1	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 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Chair, Humanities	\$6,147.00	08/20/18-12/19/18
Ambrose, Art	Co-Chair, Physical Sciences 1	\$3,073.50	08/20/18-12/19/18
Bailey, Cheryl	SLO Facilitator 2	\$2,732.00	08/20/18-12/19/18
Brass, Monique	Fitness Center Facilitator	\$3,415.00	01/09/18-05/24/18
Donavan, Keith	SLO Facilitator 1	\$4,098.00	08/20/18-12/19/18
Donavan, Keith	Program Review Coordinator	\$4,098.00	08/20/18-12/19/18
Fanego, Chris	Early College Facilitator 2	\$100.00	08/20/18-12/19/18
French, Jules	Facilitator, Forensics 1 st Half Sem.	\$3,415.00	08/20/18-12/19/18
Gabriella, Wendy	Chair, Anthropology	\$411.60	05/29/18-08/12/18
Gabriella, Wendy	Chair, Anthropology	\$1,707.50	08/20/18-12/19/18

⁵ CalSTRS Retiree

⁶ CalSTRS Retiree

⁷ Current NBU Employee, Coaching Aide, School of Kinesiology, Irvine Valley College

⁸ Correction: Listed as teaching at IVC on 6/25/18 Board Agenda.

⁹ Current NBU Employee, Tutor, LRC Tutoring Center, Saddleback College

¹⁰ Current NBU Employee, Clinical Skills Specialist, Health Sciences Department, Saddleback College

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

Hochwald, Seth	Co-Chair, Computer Science 1	\$1,202.08	08/20/18-12/19/18
Kaminsky, Rebecca	Guided Pathways Co-Coordinator 3	\$4,098.00	01/09/18-05/24/18
Kaufmann, Jefferey	Co-Chair, Bio 2	\$3,415.00	08/20/18-12/19/18
Kil, Joon	Chair, Political Science	\$2,390.50	08/20/18-12/19/18
La Curan, Jennifer	Chair, Dance	\$4,781.00	08/20/18-12/19/18
Loke, Chan	Co-Chair, Computer Science 2	\$1,202.08	08/20/18-12/19/18
Long, Lewis	Co-Chair, English 2	\$3,073.50	08/20/18-12/19/18
Mathur, Roopa	Co-Chair, Business Sciences 1	\$1,912.40	05/29/18-08/12/18
McCaughey, Colin	Chair, Administration of Justice	\$1,707.50	08/20/18-12/19/18
McCaughey, Colin	Admin of Justice-CTE Coordinator	\$2,732.00	08/20/18-12/19/18
McLaughlin, June	President, Academic Senate	\$4,098.00	05/29/18-08/12/18
Melendez, Robert	Chair, Counseling	\$2,732.00	08/20/18-12/19/18
Melendez, Robert	Student Success & Dept. Coordinator	\$2,732.00	08/20/18-12/19/18
Monte, Brent	Co-Chair, Mathematics 1	\$4,781.00	08/20/18-12/19/18
Neesen, Bill	Facilitator, Forensics 2 nd Half Sem.	\$3,415.00	08/20/18-12/19/18
Noroozi, Zahra	Tech. Advisory Task Force Coord.	\$2,732.00	08/21/17-12/20/17
Noroozi, Zahra	Tech. Advisory Task Force Coord.	\$2,732.00	01/09/18-05/24/18
Pham, Lan	Co-Chair, Mathematics 2	\$4,781.00	08/20/18-12/19/18
Ponzillo, Gizelle	Participant ESL 361 Curriculum	\$205.80	06/01/18-06/30/18
Rodriguez, Roland	Co-Chair, Bio 1	\$3,415.00	08/20/18-12/19/18
Rossiter, Jon	Co-Facilitator, MUN 1	\$2,049.00	08/20/18-12/19/18
Sahani, Shirin	Co Facilitator, MUN 2	\$2,049.00	08/20/18-12/19/18
Schelden, Peter	WR 399 Participant- Winter/Inter.	\$288.12	01/05/18-01/05/18
Seraphin, Eva	Early College Facilitator 7	\$100.00	08/20/18-12/19/18
Sim, Alec	Co-Chair, Physical Sciences 2	\$3,073.50	08/20/18-12/19/18
Tchaikovsky, Bennet	Chair, Business Sciences	\$2,732.00	08/20/18-12/19/18
Tran, Tiffany	SSO Facilitator	\$4,098.00	01/19/18-05/24/18
Tran, Tiffany	SSO Facilitator	\$4,098.00	08/20/18-12/19/18
Tresler, Matt	Chair, Music	\$5,464.00	08/20/18-12/19/18
Tseng, Beatrice	Co-Chair, Languages 1	\$1,707.50	08/20/18-12/19/18
Vernazza, Daniel	Early College Facilitator 6	\$100.00	08/20/18-12/19/18
Wilson, Jeff	AESL Faculty Coordinator	\$3,128.16	05/28/18-06/30/18
Wilson, Jeff	Participant ESL 361 Curriculum	\$205.80	06/01/18-06/30/18
Wilson, Jeff	Facilitator, ESL, MAIS	\$5,464.00	08/20/18-12/19/18
Wolken, Matt	Chair, IDEA	\$3,415.00	08/20/18-12/19/18

Total for Month: General Fund/IVC **\$125,307.54**

2018-2019 IVC FISCAL YEAR TOTAL TO DATE **\$125,307.54**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Bagwell, Janet	Academic Reading Co Coordinator	\$1,024.50	08/20/18-12/19/18
Bagwell, Janet	Co-Chair, Reading	\$683.00	08/20/18-12/19/18
Barrows, Morgan	Chair, Env. Studies/Ecology/Marine	\$2,049.00	08/20/18-12/19/18
Beckham, Jack	English Composition Coordinator	\$4,098.00	08/20/18-12/19/18
Branch-Stewart	Chair, Human Services	\$1,366.00	08/20/18-12/19/18
Caggiano, Jodi	Chair, Nursing	\$4,098.00	08/20/18-12/19/18

B. ADDITIONAL COMPENSATION: GENERAL FUND continued

Fox, Lindsay	Chair, Fashion	\$1,024.50	08/20/18-12/19/18
Garcia, Renee	Anthropology Lab Coordinator	\$2,049.00	08/20/18-12/19/18
George, Sarah	BSI English 390, S18	\$82.32	04/20/18-04/20/18
Goodman, Rich	Drug Court Liaison	\$1,366.00	08/20/18-12/19/18
Hernandez-Bravo, C.	Language Lab Coordinator	\$2,049.00	08/20/18-12/19/18
Herron, Alinde	Co-Chair, Interior Design	\$341.50	08/20/18-12/19/18
Hoolihan, Lori	Co-Chair, Interior Design	\$341.50	08/20/18-12/19/18
Hoolihan, Lori	Chair, Family, Cons. Sci & Nutrition	\$1,366.00	08/20/18-12/19/18
Inlow, Lisa	Chair, Culinary, Hosp. & Tourism	\$2,049.00	08/20/18-12/19/18
Lawson, Anne	Chair, Nursing	\$4,098.00	08/20/18-12/19/18
Lee, Ken	Chair, Horticulture/Landscape Des.	\$2,049.00	08/20/18-12/19/18
Major, Nicole	Gerontology Coordinator	\$2,049.00	08/20/18-12/19/18
Meyer, Cliff	Chair, Automotive Technology	\$2,049.00	08/20/18-12/19/18
Posada, Tim	Chair, Journalism	\$1,366.00	08/20/18-12/19/18
Renault, Irene	Academic Reading Co-Coordinator	\$1,024.50	08/20/18-12/19/18
Renault, Irene	Co-Chair, Reading	\$683.00	08/20/18-12/19/18
Stephens, Blake	Chair, Architecture/Drafting	\$1,707.50	08/20/18-12/19/18
Stevenson, Glen	Chair, Adv. Manufacturing	\$1,366.00	08/20/18-12/19/18
Taylor, Karen	Chair, Graphic Comm./Design	\$2,049.00	08/20/18-12/19/18
Vogel, Jeff	Co-Chair, Reading	\$819.60	05/29/18-08/12/18
Walsh, Dan	Geography Coordinator	\$2,049.00	08/20/18-12/19/18
Whynaught, Jeffrey	BSI English 390	\$82.32	04/20/18-04/20/18

Total for Month: General Fund/Saddleback College **\$ 45,379.24**
2018-2019 SC FISCAL YEAR TOTAL TO DATE **\$ 45,379.24**

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Alvarez, Lisa	Writing Sample Reader (SSSP)	\$7.00	01/16/18-05/23/18
Beasley, James	ESL Assessment Reader (SSSP)	\$246.96	01/16/18-05/23/18
Beck, Rebecca	ESL Assessment Reader (SSSP)	\$493.92	01/16/18-05/23/18
Beck, Rebecca	ESL Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Bremer, Breanna	Entrepreneur Workshop Asst. Coord.	\$1,130.69	05/29/18-06/30/18
Castroconde, Miriam	Math Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Cayanan, Nathan	ESL Assessment Reader (SSSP)	\$329.28	01/16/18-05/23/18
Chan, Carlo	Math 8 Coreq. Coordinator	\$2,732.00	05/29/18-08/12/18
Coleman, Catherine	ESL Assessment Reader (SSSP)	\$411.60	01/16/18-05/23/18
Danufsky, Joshua	Math 124 Coreq. Coordinator	\$2,732.00	05/29/18-08/12/18
De Roulet, Dan	Writing Center Redesign Lead	\$4,939.20	05/29/18-08/12/18
Etter, Bill	Writing Sample Reader (SSSP)	\$3.50	01/16/18-05/23/18
Evans, Julie	Writing Sample Reader (SSSP)	\$10.50	01/16/18-05/23/18
Garcia, Jennifer	ESL Assessment Reader (SSSP)	\$329.28	01/16/18-05/23/18
Griffin, April	Facilitator-Summer Bridges 2018	\$617.40	07/09/18-07/20/18
Haeri, Melanie	Writing Sample Reader (SSSP)	\$7.00	01/16/18-05/23/18
Hernandez, Angel	Project Coordinator (BST)	\$6,830.00	05/29/18-08/12/18
Huber, Kenn	Math 2 Coreq. Coordinator	\$2,732.00	05/29/18-08/12/18

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

Huber, Kenn	Math Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Jaquino, Alicia	ESL Assessment Reader (SSSP)	\$576.24	01/16/18-05/23/18
Johnson, Jeffrey	Writing Sample Reader (SSSP)	\$3.50	01/16/18-05/23/18
Kaminsky, Rebecca	Writing Sample Reader (SSSP)	\$3.50	01/16/18-05/23/18
Kaminsky, Rebecca	Supplemental Instruction (BST)	\$2,716.56	05/29/18-08/12/18
Kaminsky, Rebecca	Faculty Workshops Project (BST)	\$1,811.04	05/29/18-08/12/18
Kaminsky, Rebecca	English Multiple Measures Workgrp.	\$2,732.00	05/29/18-08/12/18
Knoll, Melissa	Writing Coreq. Co-Coordinator	\$3,415.00	05/29/18-08/12/18
Licitra, John	ESL Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Liu, Emily	Writing Sample Reader (SSSP)	\$7.00	01/16/18-05/23/18
Liu, Emily	Faculty Workshops Project (BST)	\$1,811.04	05/29/18-08/12/18
Liu, Emily	English Multiple Measures Workgrp.	\$2,732.00	05/29/18-08/12/18
Marquez, Vanessa	Math Multiple Measures Workgroup	\$683.00	05/29/18-08/12/18
McCall, Colin	Facilitator- Summer Bridges	\$1,646.40	06/18/18-06/29/18
Melendez, Robert	Early College Facilitator Counseling	\$5,464.00	08/20/18-12/19/18
Monte, Brent	Math Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Nguyen, Tuan	Math Multiple Measures Workgroup	\$683.00	05/29/18-08/12/18
Perlman, Randi	ESL Assessment Reader (SSSP)	\$823.20	01/16/18-05/23/18
Pham, Lan	Math Basic Skills Redesign Coord.	\$6,830.00	05/29/18-08/12/18
Potenza, Paula	Early College Facilitator 5	\$200.00	08/20/18-12/19/18
Rios, Liza	Facilitator-Summer Bridges 2018	\$617.40	07/23/18-08/03/18
Russo, John	Entrepreneur Workshop Coordinator	\$1,844.81	05/29/18-06/30/18
Ryals, Kay	Writing Sample Reader (SSSP)	\$3.50	01/16/18-05/23/18
Scherger, Deanna	Writing Sample Reader (SSSP)	\$14.00	01/16/18-05/23/18
Serpas, Summer	Writing Sample Reader (SSSP)	\$7.00	01/16/18-05/23/18
Serpas, Summer	Faculty Workshops Project (BST)	\$1,811.04	05/29/18-08/12/18
Serpas, Summer	English Multiple Measures Workgrp.	\$2,732.00	05/29/18-08/12/18
Tran, Tiffany	English Multiple Measures Workgrp.	\$2,732.00	05/29/18-08/12/18
Warner, Brent	ESL Assessment Reader (SSSP)	\$576.24	01/16/18-05/23/18
Warner, Brent	ESL Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Wilson, Jeff	ESL Multiple Measures Workgroup	\$2,732.00	05/29/18-08/12/18
Zucker, Rich	Math 253 Coreq. Coordinator (BST)	\$2,732.00	05/29/18-08/12/18
Total for Month: Non-General Fund/Irvine Valley College		\$ 87,883.80	
2018-2019 IVC FISCAL YEAR TOTAL TO DATE		\$ 87,883.80	

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Boustani, Ladi	Part Time Counseling Institute	\$308.70	03/01/18-05/23/18
Boustani, Ladi	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
Datu, Ruth	SSSP PT Counselors Workshop	\$123.48	11/01/17-11/30/17
Datu, Ruth	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
Desopo, Camille	Part Time Counseling Institute	\$308.70	03/01/18-05/23/18
Eldred, Stacy	AEWD-Faculty Coordination	\$4,116.00	06/04/18-08/10/18
Gonzalez, Frank	STEM Faculty Consultant-TPP	\$1,750.00	08/20/18-12/19/18
Knygnytska-Johnson, M.	Adult Ed AESL Faculty Prof. Dev.	\$82.32	06/04/18-08/10/18
Long, Erin	SSSP PT Counselors Workshop	\$123.48	11/01/17-11/30/17

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

Mackie, Linda	AEWD Day Program Training	\$3,292.80	06/04/18-08/10/18
Manjarrez, Janeth	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
May, Carol	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
McCarthy, Mary	Part Time Counseling Institute	\$308.70	03/01/18-05/23/18
McCarthy, Mary	Part Time Counseling Institute	\$123.48	05/01/18-05/23/18
Rios, Maria	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
Sauter, Brooke	SSSP PT Counselors Workshop	\$370.44	01/02/18-04/30/18
Sauter, Brooke	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
Sauter, Brooke	Student Probation Workshop Rev.	\$411.60	06/01/18-06/30/18
Sirulnik, Abby	STEM Faculty Consultant-TPP	\$1,750.00	08/20/18-12/19/18
Smith, Christina	Coordinator-Center Teaching Pathw.	\$3,000.00	08/20/18-12/19/18
Sorensen, Cindy	Part Time Counseling Institute	\$308.70	03/01/18-05/23/18
Watt, Deb	Part Time Counseling Institute	\$308.70	03/01/18-05/23/18
Watt, Deb	SSSP PT Counselors Workshop	\$123.48	05/01/18-05/23/18
Total for Month: Non-General Fund/Saddleback College		\$ 17,551.46	
2018-2019 SADDLEBACK FISCAL YEAR TOTAL TO DATE		\$ 17,551.46	

D. REORGANIZATION

SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Academic Administrator position, within its organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.

1. **RECLASSIFY DIRECTOR, STUDENT HEALTH CENTER, Pos. #P0004627, Office of Student Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 19, full-time, 40 hours per week, 12 months per year; TO DEAN OF WELLNESS, SOCIAL SERVICES AND CHILD DEVELOPMENT CENTER, Division of Student Services, Academic Administrators and Classified Administrators/Managers Salary Range 22, full-time, 40 hours per week, 12 months per year position effective August 1, 2018 (Please see new Job Description – Exhibit A, Pages 7-15) . This position was approved by the Chancellor on July 9, 2018.**

- a. **PROMOTE JEANNE HARRIS-CALDWELL, ID #013872, from DIRECTOR, STUDENT HEALTH CENTER, Pos. #P0004627, Division of Student Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 19, Step 8, full-time, 40 hours per week, 12 months per year; to DEAN OF WELLNESS, SOCIAL SERVICES AND CHILD DEVELOPMENT CENTER, Division of Student Services, Academic Administrators and Classified Administrators/Managers Salary Range 22, Step 7 (\$193,524), full-time, 40 hours per week, 12 months per year, effective August 1, 2018.**

**DEAN OF WELLNESS, SOCIAL SERVICES AND CHILD DEVELOPMENT CENTER
Saddleback College**

(Academic Administration - Range 22 of the Integrated Management Salary Schedule)

DEFINITION

To provide leadership to plan, develop, organize, schedule, implement, direct, improve and evaluate the Health, Wellness, Social Support Services, and Child Development Center and any other assigned student support programs, services, operations and activities at a community college; prepare and administer annual program budgets; ensure compliance with District policies and applicable State and federal regulations related to Health, Wellness, Social Services, Child Development and any other assigned student Support services; train, supervise and evaluate assigned staff; and ensure the timely, accurate and legal maintenance, storage, retrieval and release of all records associated with assignment.

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.

DISTINGUISHING CHARACTERISTICS:

There is one position assigned to direct health, wellness, social support operations, and child development services and activities at each of SOCCCD's two colleges. The responsibilities differ at each college. The position at Saddleback College is classified as a single-position academic administrative classification entitled

Dean of Student Health & Wellness, Social Services, and Child Development.

The incumbent may supervise other student support services if and when assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Vice President for Student Services or presidential designee.

Exercises functional and technical supervision over managerial, professional, technical and clerical personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership in the administration of health, wellness, support services, child development and other assigned student support services of the college, including personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements as well as the College's mission, goals and objectives.

Create a positive campus climate that fosters innovation in the development of programs and services in health, wellness, support services, and child development, or programs that may assist the Vice President for Student Services in providing direction for the development of new programs and assist in coordinating program approvals as appropriate.

Plan, develop, organize, coordinate, implement, administer, direct and evaluate programs, operations, activities

and staff of the health, wellness and social services, child development centers, programs (including outreach) and any other assigned student support programs and services; develop and implement organizational structures, work processes and appropriate methods and procedures that facilitate attainment of established program(s) goals and objectives.

Write and review protocol, policy and procedures for health and wellness and child development center and other assigned programs and services to optimize efficient and effective delivery of services and facilitate attainment of established program goals and objectives;

Oversee the assessment, treatment, and/or triage ill or injured students, staff and visitors; refer ill or injured students, employees or visitors to appropriate internal and/or external healthcare providers as necessary; consult with laboratory, pharmaceutical, medical supply, and medical services representatives as needed.

Initiate, coordinate and supervise the process for the delivery of campus-based, State and federal health, wellness and Social services programs; confer with Information Technology regarding the identification, development, implementation and enhancement of data processing systems and software applications for assigned programs.

Develop, direct and evaluate program activities and operations; compile and analyze data related to program participation and evaluation; develop, implement, coordinate and evaluate policies and procedures for the administration of assigned programs; and assure that programs comply with federal, State and local requirements.

Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend changes as needed.

Direct, oversee, review, monitor and evaluate assigned grants, ensuring that implementation and management are according to grant guidelines and that grant budgets are developed and maintained according to legal requirements and District procedures; develop and coordinate related grant funding and partnership opportunities to enhance and expand health, wellness and social services, child development and other assigned student support programs.

Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment; formulate and develop long and short-range goals and strategic plans, including staffing, facilities, curriculum and philosophy; assure consistency of plans with other Saddleback College and District plans; and prepare long-range plans and statements of goals and objectives.

Ensure completion of annual and scheduled program review processes for each assigned program and/or services.

Complete annual program and/or service resource request forms and present through appropriate processes that lead to resource allocation.

Communicate with Saddleback College, District, State, and federal personnel to coordinate student support service needs, programs, services, operations and activities; attend to, investigate and resolve departmental complaints and conflicts and issues; develop new and effective programs and services to meet student needs; and write and review quality assurance programs and program reviews;

Develop, prepare, submit, administer, monitor and review annual budgets for assigned programs, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of equipment; and maintain an equipment-replacement plan; direct the maintenance of adequate records and controls to assure that expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.

Direct fundraising and financial development for health, wellness and social services, child development and other assigned student support programs and services; disseminate information about the availability of external funding; communicate with faculty members and administrators regarding grants relevant to their academic field; provide information concerning specific funding sources; and coordinate timelines and protocol for grants.

Work cooperatively with others to plan, develop, implement and evaluate a comprehensive community outreach program regarding student support programs, services and activities directed at the recruitment of new students and the retention and completion for current students.

Train, supervise and evaluate the performance of assigned staff in keeping with the policies of the Board of Trustees and administrative procedures; visit work sites to observe and evaluate work performance, methods and effectiveness; participate in the selection of new and temporary staff in accordance with District policies and legal requirements.

Supervise the planning, organization and arranging of appropriate staff development programs and activities for assigned staff; orient new assigned staff and provide training in the implementation of department procedures.

Provide leadership and advocacy to enhance innovation and participation in issues related to health, wellness and Social services child development, and other student support services to ensure student success; and communicate the changing expectations, trends and needs of educational preparation effectively to assigned personnel.

Organize, attend or chair a variety of administrative and staff meetings related to areas of assignment, strategic planning, budget, curriculum, advisory committees and other activities; participate in collegial consultation, participatory governance and appropriate advisory committee meetings and provide in-service and workshops for employees,

Direct the acquisition, maintenance, and use of technology and other equipment related to assigned programs; and maintain an equipment and technology replacement plan.

Identify facility needs and help direct planning for the movement, creation or elimination of facilities for program(s); manage assigned facilities and approve all assigned facilities usage.

Promote assigned programs and ensure the timely and accurate development and distribution of brochures, flyers and other promotional materials and college publications to publicize health, wellness and veteran's services and other opportunities for students.

Assist the Vice President for Student Services in the resolution of student and faculty concerns related to assigned programs.

Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and

substantive relationships with local business and industry; serve as a leader of and advocate for the College within the business community.

Attend workshops, professional conferences, and trade shows for program planning and development; represent the Health, Wellness and Social Services Office, Child Development and other assigned student support services programs and the District at a variety of administrative and professional meetings, as required, including participation in local, State and national professional associations.

Guide, organize, coordinate and, when assigned, make oral presentations to students, parents, counselors and professional colleagues at various gatherings and/or conduct workshops to provide specialized information regarding health, wellness, Social services child development and other assigned student services.

Interface with the community and external agencies in all matters of community relations associated with area of assignment; serve on a variety of campus, District, community, and State committees; and meet with representatives of business, industry, and local government.

Coordinate program activities with other student services functions and instructional programs; serve on campus and District committees, task forces and other work groups; provide technical expertise concerning assigned programs.

Communicate with other student services program personnel, District administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs, services, operations and activities.

Monitor and analyze trends in on-campus healthcare needs; maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for healthcare and Social programs, including computer hardware and software enhancements.

Monitor, review and maintain current knowledge of recent legislation, codes, regulations and other State and federal guidelines to determine impact on assigned programs and services.

Interpret, apply and explain State and federal regulations and legislation; ensure compliance with District policies as well as State and federal laws related to assigned program(s); review and certify the accuracy of data concerning program participation.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Develop and administer the departmental budget for health, wellness and Social services, child development; prepare recommendations and justifications regarding budget requests; authorize expenditures according to District policies and applicable regulations.

Participate in the selection of academic and classified SADDLEBACK COLLEGE staff as assigned or as needed and make recommendations for employment of new assigned staff in accordance with District policies and procedures.

Train, supervise and evaluate the performance of assigned professional, technical and clerical support personnel; delegate and review assignments and projects; adjust workload and assignments; evaluate work products and results; establish and monitor timelines and prioritize work.

Compile and analyze data related to program participation and evaluation; prepare and submit a variety of State and federal reports; prepare budget, statistical, narrative, recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits and program reviews; participate in internal, State and federal audits as needed; respond to findings and initiate actions as required.

Perform related duties as assigned.

QUALIFICATIONS

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

A master's degree from an accredited college or university in nursing. Public health nurse certificate. Doctorate preferred.

Experience:

At least five years of experience as a registered nurse, including three years of increasingly responsible experience as a nursing manager in a health care facility, including at least three years of experience supervising and evaluating registered nurses, faculty and classified staff or the equivalent of such in a non-academic setting.

And experience in:

The use of computer technology for: student advising, information, tracking systems, communications networks, MIS state and federal reporting, and budget management.

And evidence of:

A sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically-challenged, and ethnic backgrounds of community college students.

The ability to work effectively as a leader and Student Services Team member.

Licenses or Other Requirements:

License as a California Registered Nurse.

Public Health Nurse License

Current CPR, first aid and automatic external defibrillation certification issued by an authorized agency.

Documentation of three hepatitis immunizations or immune titer.

Documentation of TB skin test within previous year.

Rubella titer or documentation of immunization.

Valid California driver's license.

Knowledge of:

A community college system.

All divisions and their inter-relationships; a thorough knowledge of the various student support services required to enhance instruction.

Applicable District policies and local, State and federal laws, codes and regulations, Including Title V and California Education Code.

Application of conflict resolution and team building.
Basic data collection and analysis related to student learning outcomes, retention, and success.
Blackboard and/or other course management systems, and other instructional and student services software.
Budget development, administration and control.
California Community Colleges basic skills initiative.
Clinical records maintenance.
Collective bargaining, contract negotiation and administration.
Community college organization, operations and objectives.
Community relations and external resource development.
Computer systems and software applications related to area of assignment.
Correct English composition, grammar, spelling and vocabulary.
Current healthcare issues and public health concerns.
District and College policies, organization, operations and objectives.
District safety policies and procedures.
Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, faculty and staff.
Evidence of understanding and experience with the principles of collegial consultation.
Federal, State and District programs, policies, procedures, rules and regulations of student financial assistance programs.
Financial record-keeping skills.
Health issues, including, but not limited to, nutrition, stress management, reproductive health, mental health, substance abuse and recovery, and communicable diseases.
Health, wellness and Social services programs and services.
Interpersonal skills, including tact, patience, diplomacy and courtesy.
Local, State and federal laws and regulations related to and Social services at a community college.
Management techniques that encourage creativity improve efficiency and increase productivity.
Medi-Cal Administrative Activities program.
Modern office practices, procedures, methods, and equipment.
Modern principles, practices, methods and techniques of administrative leadership, management and supervision.
Needs, interests and concerns of various groups of community college students.
Operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.
Oral and written communication skills.
Organizational and management practices as applied to area of assignment.
Participatory governance process and venue fostering open communication among divisions, programs and services.
Planning and organizational skills.
Principles and practices of training and supervision.
Principles and procedures of automated financial record-keeping.
Principles of program evaluation, student assessment and services.
Principles, practices, methods and procedures of professional nursing.
Program analysis, cost estimating and evaluation.
Program development.
Public relations and public speaking techniques.
Purpose, mission and goals of a community college district.
Research methods and report writing techniques.
Role and purpose of technological systems in providing student support services.
Scholarship award programs and services, including State-of-the-art information technology systems, hardware and software applications used in a community college district.
Team-oriented leadership style.

Technical aspects of field of specialty.
Social programs and services.
Web page design,

Ability to:

Allocate financial and human resources in accordance with sound management principles.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Apply for annual health, wellness and Social services funding and prepare required reports.
Assess, manage, implement, use and apply technology in the management and delivery of the health, wellness and Social services and other student support services programs.
Assist in forecasting current and future needs and costs affecting assigned programs.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Coordinate program activities and services with other District, College and community programs.
Demonstrate commitment to innovative and effective user-centered services;
Demonstrate flexibility and adaptability.
Demonstrate sensitivity to ethnically and culturally changing student populations.
Develop and administer policies and procedures for areas of assignment.
Develop budgets and administer annual funding for health, wellness and Social services programs.
Develop promotional strategies for programs and services that will promote enrollment growth, retention and student success.
Develop, implement and evaluate the delivery of healthcare services to students.
Embrace and work effectively within a system of participatory governance.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
Establish and maintain good community relationships.
Exercise initiative and work independently with minimum administrative direction.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Interact effectively with diverse students, staff, faculty and administrators.
Interpret, analyze, apply and explain complex and technical local, State and federal laws, codes and regulations related to health, wellness and Social services, child development and scholarship programs.
Interpret, apply and explain applicable District policies and procedures.
Learn District and College organization, operations and objectives quickly.
Maintain current knowledge of health, wellness and Social services, child development programs and strategies.
Maintain current knowledge of trends and technological advancements in assigned areas of responsibility.
Maintain records and prepare reports.
Maintain the security of confidential information and materials.
Meet schedules and timelines.
Operate computer, peripherals and applications software, including database management, spreadsheet, word processing and software related to area of assignment.
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
Perform work with tact, patience and sensitivity.

Plan, develop, organize, coordinate, implement, direct and evaluate comprehensive health, wellness and Social services programs and services and their effective delivery to students.

Plan, prioritize, schedule, organize, coordinate, assign, manage and expedite assigned projects and activities related to assignment in a manner conducive to full performance and high morale.

Prepare and deliver high quality, technology-facilitated presentations.

Prepare clear and concise oral and written reports and recommendations.

Prepare complex and comprehensive narrative and statistical records, reports, projections, summaries, statements, analyses, proposals and recommendations.

Prepare oral and written reports and recommendations.

Prepare, maintain and retain records, reports and files of area(s) of assignment according to federal, State and District requirements.

Provide emergency and crisis care intervention to students, employees and visitors and administer treatment as needed.

Provide leadership for the continual improvement of area of assignment based on established goals and objectives.

Provide leadership for the effective and efficient operation of area of assignment.

Read, interpret, and explain laws, rules and regulations, and to develop and implement personnel policies and procedures.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Represent the college at the community, State and national levels, regarding areas of assignment, or as assigned.

Resolve conflicts and solve problems.

Select, train, lead, direct, supervise and evaluate the performance of assigned personnel.

Serve as an effective management team member.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.

Work collaboratively with administration, classified management, faculty, staff and students.

Work cooperatively in an environment of shared governance.

Work cooperatively with other District and College administrators to develop sound information and reporting systems and procedures.

Work effectively in a fast paced environment with numerous interruptions.

Work effectively with others to achieve common goals including student recruitment and retention.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described are representative of those required by an employee to perform essential functions of the job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

. Working Environment

Duties are performed primarily in a community college student health center office environment while sitting at a desk or computer workstation. The Incumbent is subject to constant contact with students, frequent interruptions, noise from talking or office equipment and demanding legal timelines. An incumbent must walk or drive to respond to campus emergencies as needed; subject to exposure to body fluids and communicable diseases while treating patients; frequently must travel to other campus locations to attend meetings or conduct other work; occasionally must travel to other locations in the County, State, and nation such as the Health Department or other community agencies and ongoing professional development.

Physical Demands

The Incumbent regularly sits or stands for long periods, walks short distances on a regular basis, travels to various locations to attend meetings and conduct work, uses hands and fingers to examine or test patients and handle medical equipment, keyboard or other objects; reach with hands and arms. Must speak clearly and distinctly to ask questions and provide information; hear and understand voices over the telephone and in person; and respond quickly and effectively to campus emergencies. Must see and hear adequately to perform accurate physical assessments of patients. Occasionally must lift injured, ill or disabled students.



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
INTERIM DEAN OF ECONOMIC AND WORKFORCE DEVELOPMENT
AND INTEGRATED DESIGN, ENGINEERING & AUTOMATION (IDEA)
at ATEP, IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DEBBIE VANSCHOELANDT**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 30th day of July, 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. Debbie Vanschoelandt (hereinafter "Ms. Vanschoelandt").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA). Ms. Vanschoelandt is hereby employed as Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) at the District's ATEP facility/Irvine Valley College campus for a temporary period of time commencing on June 15, 2018, and not to exceed 960 hours (from July 1, 2018). This position is temporary according to Title 5 Regulations 53021 (b)(1). Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) 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. Vanschoelandt shall perform all of the powers and duties of the position of Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) at the ATEP facility/Irvine Valley College, as set forth in the position description, and such other duties as may be assigned.

4. Salary. Salary paid to the Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) shall be paid at Range 22, Step 1, \$144,396 per annum (\$12,033 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 Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA)'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. Vanschoelandt 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. Ms. Vanschoelandt's 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, Ms. Vanschoelandt shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the College Vice President for Instruction.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Ms. Vanschoelandt with periodic opportunities to discuss the Vice President/Interim Dean relationship.

6.2 The Vice President for Instruction will set Ms. Vanschoelandt's goals for the period during her interim assignment. Ms. Vanschoelandt's performance in achieving those goals and carrying out her other duties will be discussed with the Vice President for Instruction. In meeting these goals and in carrying out her duties, an evaluation may be performed.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Vanschoelandt, 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. Vanschoelandt in the performance of the duties of Interim Dean of Economic and Workforce Development and Integrated Design, Engineering & Automation (IDEA) at the ATEP facility/Irvine Valley College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Vanschoelandt for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. Vanschoelandt with a monthly stipend of \$250 to cover use of a personal automobile within Orange County

8. Fringe Benefits The District shall provide to Ms. Vanschoelandt, 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. Vanschoelandt, 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 This agreement will expire at the close of business after Ms. Vanschoelandt has served in this capacity for 960 hours from July 1, 2018, or sooner, without any further notice to Ms. Vanschoelandt 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, Ms. Vanschoelandt shall return to her 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 _____
Kathleen F. Burke
Chancellor
South Orange County Community College District

Dated _____

by _____
Debbie Vanschoelandt
Interim Dean of Economic and Workforce Development and
Integrated Design, Engineering & Automation (IDEA)
ATEP/Irvine Valley College

Dated _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Ratification

BACKGROUND

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

STATUS

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>Effective Date</u>
		<u>Amount (\$)</u>	
Adams, Brittany	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Barta, Nichole	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Grimalda, Andrew	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Khong, Mitchell	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Lee, Jennifer	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
McWhorter, Amy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Monte, Brent	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Nin, Joseph	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Ormes, Guy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Paz, Edward	Canvas Conversion, Hybrid	\$2,500.00	01/16/18-05/24/18
Pearlstein, Barry	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Ruiz-Vega, Rolando	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Susskind, Joshua	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Vicqueneau, Veronika	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Washington, Willie	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Whitmore, Desire	Canvas Conversion, Web-Enhanced	\$1,000.00	08/22/16-12/19/16
Wilkerson, Ingrid	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Witt, Jason	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
July 30, 2018		\$ 35,500.00	
June 25, 2018		\$ 163,000.00	
May 21, 2018		\$ 145,000.00	
April 30, 2018		\$ 50,500.00	
March 26, 2018		\$ --	
TOTAL TO DATE		\$ 394,000.00	

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>	
Barrows, Morgan	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Branch-Stewart, K.	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Brondi, Maura	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Collins, Christopher	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Edwards, Paula	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Grihalva, Lawrence	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Javanmard, Mike	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Levin, Patricia	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Nicola, Loretta	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Robertson, Trina	Canvas Conversion, Hybrid	\$2,500.00	01/16/18-05/24/18
Stevenson, Glen	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Webber, Kendralyn	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Wolff, Michele	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Worley, Michelle	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
July 30, 2018	Saddleback Canvas Conversion	\$ 63,500.00	
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		\$ 487,500.00	

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Classified Personnel Actions – Regular Items
ACTION: Ratification

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

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. ¹BRADY, MARY ANTOINETTE is to be employed as Risk Manager, Pos. #P0004599, Business Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 15, Step 2, 40 hours per week, 12 months per year, effective October 30, 2017.
- b. CHAPPELL, KATIE is to be employed as New Media and Marketing Specialist, Pos. #P0004169, Marketing and Creative Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, effective July 2, 2018.
- c. DUBERT, KAREN is to be employed as Employee/Employer Relations Manager, Pos. #P0012926, Office of Human Resources, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 13, Step 4, 40 hours per week, 12 months per year, effective July 16, 2018. This position was approved by the Interim Chancellor on January 12, 2018.
- d. ²FEIGERT, JAMES is to be employed as Registrar, Pos. #P0004597, Division of Admissions, Records and Enrollment Services, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, Step 3, 40 hours per week, 12 months per year, effective October 3, 2017.
- e. NEWKIRK, NICHOLAS B. is to be employed as Purchasing and Contracts Manager, Pos. #P0013258, Procurement, Central Services and Risk Management, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 13, Step 4, 40 hours per week, 12 months per year, effective June 29, 2018. This position was approved by the Interim Chancellor on March 14, 2018.
- f. NICKLIN, TAMRA LEA is to be employed as Senior Administrative Assistant, Pos. #P0003459, Division of Advanced Technology and Applied Sciences, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective July 2, 2018.
- g. ROSIAK, KATRINA CORINE is to be employed as Administrative Assistant, Pos. #P0012591, Student Payment and Veterans Offices, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, 25 hours per week, 12 months per year, effective July 2, 2018. This position was approved by the Interim Chancellor on October 26, 2017.

¹ Correction: The initial salary step placement is being corrected from Step 1 on the October 30, 2017 Classified Agenda to Step 2.

² Correction: The initial salary step placement is being corrected from Step 1 on the October 30, 2017 Classified Agenda to Step 3.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- h. SEMANIK, ERIKA is to be employed as Office Assistant, Categorical, Pos. #P0011545, 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 July 2, 2018. This position was approved by the Interim Chancellor on June 17, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
- i. STEEVES, JAMES EDWARD is to be employed as Central Services Manager, Pos. #P0004540, Central Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Step 5, 40 hours per week, 12 months per year, effective June 11, 2018.
- j. VISKUL, JANICE LEE is to be employed as Development Assistant II, Pos. #P0004802, College Foundation, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Step 1, 40 hours per week, 12 months per year, effective July 2, 2018.
- k. YANG, DAVID is to be employed as Assistant Director of Fiscal Services, Pos. #P0004537, Accounting, Fiscal Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 18, Step 4, 40 hours per week, 12 months per year, effective June 26, 2018.

- 2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/ Step</u>	<u>Start Date</u>
Andres, Dexter	Graphic Designer/Product Tech./IVC	26.57	07/01/18-06/30/19
Barboza, Nicolas	Custodian/SC	19.27	06/18/18-06/30/18
Barboza, Nicolas	Custodian/SC	19.27	07/01/18-06/30/19
Bertolino, Christopher	Senior Laboratory Technician, Art/SC	29.32	07/01/18-06/30/19
Burgett, Paul	Electrician/IVC	27.91	07/01/18-06/30/19
Carr, Delores	Administrative Assistant/SC	23.48	06/04/18-06/30/18
Delgado, Gloria	Custodian/IVC	19.27	07/01/18-06/30/19
Farah, Randall	Fac. Grounds and Day Cust. Sup./SC	36.18	05/29/18-06/30/18
Farah, Randall	Fac. Grounds and Day Cust. Sup./SC	36.18	07/01/18-06/30/19
Favreau, John	Sr. Lab. Tech., Performing Arts/IVC	29.32	07/01/18-06/30/19
Fowler, Bradley	Police Officer/SC	30.02	07/01/18-06/30/19
Garcia, Amy	Exec. Sec.-Off. Chanc./Trust. Serv./DS	28.35	06/11/18-06/30/18
Garcia, Amy	Exec. Sec.-Off. Chanc./Trust. Serv./DS	28.35	07/01/18-06/30/19
Gomez Triana, Sara	Custodian/IVC	19.27	07/01/18-06/30/19
Gomez, Beatriz	Custodian/IVC	19.27	07/01/18-06/30/19
Hefter, Lori	HSBS Program Specialist/SC	24.67	07/01/18-06/30/19
Hernandez, Graciano	Groundskeeper/IVC	21.80	07/01/18-06/30/19
Hernandez, Madeline	Program Outreach Specialist/SC	30.05	05/16/18-06/30/18
Hernandez, Madeline	Program Outreach Specialist/SC	30.05	07/01/18-06/30/19

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>
Hernandez, Michelle	Custodian/IVC	19.27	07/01/18-06/30/19
Hosseini, Victoria	Senior Administrative Assistant/IVC	27.23	07/01/18-06/30/19
Kopp, Edward	Plumber/IVC	27.91	07/01/18-06/30/19
Martin, Lore	Administrative Assistant/IVC	23.48	06/18/18-06/30/18
Martin, Lore	Administrative Assistant/IVC	23.48	07/01/18-06/30/19
Matthews, Brenda	Custodian/IVC	19.27	07/01/18-06/30/19
Morales, Ulysis	Groundskeeper/IVC	21.80	07/01/18-06/30/19
Murray, Dalton	Media Production Specialist/IVC	34.00	07/01/18-06/30/19
Ocas, Danixa	Custodian/IVC	19.27	07/01/18-06/30/19
Quintanilla, Christian	Custodian/IVC	19.27	07/01/18-06/30/19
Ramirez, Christopher	Operations Planning Specialist/SC	26.57	05/29/18-06/30/18
Ramirez, Christopher	Operations Planning Specialist/SC	26.57	07/01/18-06/30/19
Reyes, Mayra	Student Development Office Asst./SC	23.48	05/29/18-06/30/18
Reyes, Mayra	Student Development Office Asst./SC	23.48	07/01/18-06/30/19
Rezai, Jafar	Custodian/IVC	19.27	07/01/18-06/30/19
Roberts, Rachael	Sr. Counseling Office Assistant/IVC	22.35	07/01/18-06/30/19
Sandstrom, Adrian	Senior Laboratory Technician, Art/SC	29.32	07/01/18-06/30/19
Shea, Christopher	Payroll Specialist/DS	27.23	07/01/18-06/30/19
Swanson, Sherrie	Senior Administrative Assistant/DS	27.23	06/20/18-06/30/18
Swanson, Sherrie	Senior Administrative Assistant/DS	27.23	07/01/18-06/30/19
³ Tyson, Chelsey	Program Assistant (Cat. Fund)/SC	21.80	07/01/18-06/30/19
Velazquez Hernandez, Hansel	Groundskeeper/IVC	21.80	07/01/18-06/30/19
Veneracion, Hana	Administrative Assistant/SC	23.48	07/01/18-06/30/19
Vera, Norman	Custodian/IVC	19.27	07/01/18-06/30/19
Villar, James	Custodian/IVC	19.27	07/01/18-06/30/19

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>
Abel, Kingsley	Clerk/SC	16.00	07/01/18-06/30/19
Abubakar, Shalonda	Project Specialist/IVC	21.00	07/01/18-06/30/19
Acosta, Joaquin	Project Specialist/SC	19.00	07/01/18-06/30/19
Adams, Taylor	Coaching Aide/SC	25.00	07/01/18-06/30/19
Adimor, Yeetav	TMD Aide/IVC	14.00	07/01/18-06/30/19
Adon, Rose	Project Specialist/SC	16.00	07/01/18-06/30/19
Aguilar, Nathaniel	Project Specialist/SC	14.00	07/01/18-06/30/19

³ Related to Stuart Michael Tyson, Clinical Skills Specialist, 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>
Aguirre, Brian	Project Specialist/SC	14.00	07/01/18-06/30/19
Aidoo, Erica	Clerk/IVC	12.00	07/01/18-06/30/19
Aldrich, David	TMD Aide/IVC	20.00	07/01/18-06/30/19
⁴ Alvarez-Ceja, Leonel	Outreach Aide/SC	14.00	06/20/18-06/30/18
⁴ Alvarez-Ceja, Leonel	Outreach Aide/SC	14.00	07/01/18-06/30/19
Alwood, Aimee	TMD Aide/IVC	15.00	07/01/18-06/30/19
Apodac, Sanja	Project Specialist/SC	21.00	07/01/18-06/30/19
Aragon, Vanessa	Project Specialist/IVC	21.00	07/01/18-06/30/19
Arevalo, Sylvia	Project Specialist/SC	24.00	07/01/18-06/30/19
Avalos, Salvador	Outreach Aide/SC	14.00	07/01/18-06/30/19
Bageant, Sara	Project Specialist/SC	14.00	07/01/18-06/30/19
Baker, Robert	Project Specialist/SC	12.00	06/08/18-06/30/18
Bautista, Juan	Project Specialist/DS	16.00	07/01/18-06/30/19
Beltran, Carla	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Benoit, Rhonda	Project Specialist/SC	17.00	07/01/18-06/30/19
Bertolino, Christopher	Project Specialist/SC	19.00	02/15/18-06/30/18
Blakely, Bradford	Project Specialist/SC	21.00	07/01/18-06/30/19
Boscardin, Ann-Margaret	Project Specialist/SC	14.50	07/01/18-06/30/19
Bradford-Bush, Rosa	Clerk/IVC	11.50	07/01/18-06/30/19
Brito-Barriga, Andrea	Project Specialist/IVC	17.50	07/01/18-06/30/19
Brown, Lucy	Project Specialist/SC	18.00	07/01/18-06/30/19
Cao, Scott	Campus Security Officer/SC	12.50	07/01/18-06/30/19
Castaneda, Oscar	Project Specialist/SC	12.50	06/05/18-06/30/18
Castaneda, Oscar	Project Specialist/SC	12.50	07/01/18-06/30/19
Chanda, Jonathan	Coaching Aide/SC	25.00	07/01/18-06/30/19
Chavez, Ashley	Project Specialist/IVC	15.00	06/05/18-06/30/18
Chavez, Ashley	Project Specialist/IVC	15.00	07/01/18-06/30/19
Chavez, Jacqueline	Project Specialist/IVC	16.00	06/07/18-06/30/18
Chavez, Jacqueline	Project Specialist/IVC	16.00	07/01/18-06/30/19
Clemons, Gregory	Project Specialist/SC	14.00	07/01/18-06/30/19
Collins, Tanner	Project Specialist/IVC	16.00	07/01/18-06/30/19
Conkey, Charles	Coaching Aide/SC	25.00	07/01/18-06/30/19
Cook, Kathleen	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Cornaire, Natalie	Project Specialist/SC	27.50	06/15/18-06/30/18
Cornaire, Natalie	Project Specialist/SC	27.50	07/01/18-06/30/19
Crandal, Tyler	Coaching Aide/SC	25.00	07/01/18-06/30/19
Crowder, Yvette	Project Specialist/SC	15.00	07/01/18-06/30/19
Curtis, Bradley	Coaching Aide/SC	25.00	07/01/18-06/30/19
Daniel, Nicole	Project Specialist/SC	12.00	07/01/18-06/30/19

⁴ Related to Jasmine Alvarez Ceja, Recreation Aide, 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>
Daniels, Brittany	Project Specialist/SC	15.00	06/25/18-06/30/18
Daniels, Brittany	Project Specialist/SC	15.00	07/01/18-06/30/19
Danna, Riley	Project Specialist/IVC	12.00	07/01/18-06/30/19
Dedicatoria, Armi	Project Specialist/IVC	27.50	07/01/18-06/30/19
Dehmoobad, Atria	Project Specialist/SC	15.00	05/15/18-06/30/18
Dehmoobad, Atria	Project Specialist/SC	15.00	07/01/18-06/30/19
Delcamp, Kristin	Project Specialist/IVC	55.00	07/01/18-06/30/19
Devine, Marina	Project Specialist/DS	18.00	06/15/18-06/30/18
Diaz, Andrea	Child Development Center Aide/SC	12.00	07/01/18-06/30/19
Diaz, Roberto	Coaching Aide/SC	25.00	07/01/18-06/30/19
Dickson, Garilynn	Project Specialist/SC	15.00	05/29/18-06/30/18
Dickson, Garilynn	Project Specialist/SC	15.00	07/01/18-06/30/19
Domingo, Mitchell	TMD Aide/IVC	14.00	07/01/18-06/30/19
Donato, Naomi Nicole	Project Specialist/SC	12.00	07/01/18-06/30/19
Dow, Christine	Clerk/IVC	11.50	07/01/18-06/30/19
Dubovyk, Yuliy	Project Specialist/SC	12.00	07/01/18-06/30/19
Duenas, Rosalia	Project Specialist/SC	20.00	07/01/18-06/30/19
Edwards, Aaron	Project Specialist/SC	16.00	07/01/18-06/30/19
Edwards, Daniel	Project Specialist/SC	12.00	06/08/18-06/30/18
Edwards, Daniel	Project Specialist/SC	12.00	07/01/18-06/30/19
Etka, Kattiana	Project Specialist/SC	11.50	07/01/18-06/30/19
Evans, Matthew	Coaching Aide/SC	25.00	07/01/18-06/30/19
Fabatia, Leonel	Project Specialist/SC	14.00	07/01/18-06/30/19
Firouzabadi, Lili	Project Specialist/SC	18.00	07/01/18-06/30/19
Flynn, Mackenzie	Coaching Aide/SC	25.00	07/01/18-06/30/19
Forouzan, Ghazal	TMD Aide/IVC	20.00	07/01/18-06/30/19
Franco Roman, Maria	Project Specialist/IVC	21.00	06/06/18-06/30/18
Franco Roman, Maria	Project Specialist/IVC	21.00	07/01/18-06/30/19
Freeman, Jonah	Coaching Aide/SC	25.00	07/01/18-06/30/19
Fresenius, Lael	Coaching Aide/SC	25.00	07/01/18-06/30/19
Frias, Kristina	Project Specialist/IVC	16.00	07/01/18-06/30/19
Friedlander, Dorothy	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Galza, Randy	Coaching Aide/SC	25.00	07/01/18-06/30/19
Garcia, Emily	Clerk/SC	16.00	07/01/18-06/30/19
Gardner, Keith	TMD Aide/IVC	12.50	05/22/18-06/30/18
Gardner, Keith	TMD Aide/IVC	12.50	07/01/18-06/30/19
Gines, Maria	Clerk/IVC	12.00	07/01/18-06/30/19
Glasco, Seth	Coaching Aide/SC	25.00	06/08/18-06/30/18
Glasco, Seth	Coaching Aide/SC	25.00	07/01/18-06/30/19
Glascok, John-Paul	Coaching Aide/SC	25.00	07/01/18-06/30/19

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>
Godwin, Samantha	TMD Aide/IVC	20.00	05/29/18-06/30/18
Godwin, Samantha	TMD Aide/IVC	20.00	07/01/18-06/30/19
Gomes, Antone	Coaching Aide/SC	25.00	07/01/18-06/30/19
Gomes, Jason	Coaching Aide/SC	25.00	07/01/18-06/30/19
Gonzalez, Deyanira	Project Specialist/SC	24.00	07/01/18-06/30/19
Gore, Lisa	TMD Aide/IVC	20.00	07/01/18-06/30/19
Goto, Elena	Clerk/IVC	13.00	07/01/18-06/30/19
Gramling, Maria Cristina	Child Development Center Aide/SC	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
Gutierrez, Austin	Adapted Kinesiology Aide/SC	13.00	07/01/18-06/30/19
⁵ Gutierrez, Francois	Clerk/SC	12.50	07/01/18-06/30/19
Gutierrez, Nathen	Adapted Kinesiology Aide/SC	14.00	07/01/18-06/30/19
Guy, Justine	Project Specialist/SC	14.00	07/01/18-06/30/19
Harper, Lucas	Project Specialist/SC	14.00	07/01/18-06/30/19
Hartman, John	Project Specialist/SC	20.00	07/01/18-06/30/19
Hellriegel, John	Project Specialist/SC	20.00	07/01/18-06/30/19
Hernandez Sanchez, Aurora	Project Specialist/SC	14.50	07/01/18-06/30/19
Hernandez, Alondra	Project Specialist/SC	14.00	07/01/18-06/30/19
Heumann, Alexander	Adapted Kinesiology Aide/SC	12.50	06/04/18-06/30/18
Heumann, Alexander	Adapted Kinesiology Aide/SC	12.50	07/01/18-06/30/19
Hillawi, Hamsa	Project Specialist/SC	12.50	07/01/18-06/30/19
Hillenbrand, Nicholas	TMD Aide/IVC	14.00	07/01/18-06/30/19
Ho, Pin-Shiuan	Project Specialist/IVC	12.00	05/21/18-06/30/18
Hopkins, Caitlin	Adapted Kinesiology Aide/SC	12.50	06/08/18-06/30/18
Hopkins, Caitlin	Adapted Kinesiology Aide/SC	12.50	07/01/18-06/30/19
Hughes, Jacob	Adapted Kinesiology Aide/SC	12.50	07/01/18-06/30/19
Imam, Omar	TMD Aide/IVC	14.00	07/01/18-06/30/19
Inglehart, Ciara	Coaching Aide/SC	25.00	07/01/18-06/30/19
Jackson, Kianna	Outreach Aide/SC	14.00	07/01/18-06/30/19
Jamshid Shirazi, Sepideh	Project Specialist/SC	15.00	07/01/18-06/30/19
Jones, Christine	Project Specialist/SC	55.00	07/01/18-06/30/19
Joslyn, Brianna	Project Specialist/IVC	21.00	07/01/18-06/30/19
Juarez, Maria Amor	Child Development Center Aide/SC	12.00	07/01/18-06/30/19
Keasberry-Vnuk, Jessica	TMD Aide/IVC	11.50	07/01/18-06/30/19
Keasberry-Vnuk, Jessica	TMD Aide/IVC	11.50	07/01/18-06/30/19
Khodadoustan, Pardis	Project Specialist/SC	12.00	07/01/18-06/30/19

⁵ Related to Raul B. Gutierrez, Applications Specialist II, District Services.

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>
Khoury, Brooklinn	Project Specialist/SC	14.00	07/01/18-06/30/19
Knopick, Eric	Adapted Kinesiology Aide/SC	11.50	07/01/18-06/30/19
Kwak, Eunzie	Project Specialist/SC	11.50	07/01/18-06/30/19
La Londe, Mia	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Lam, Geen	Adapted Kinesiology Aide/SC	12.50	07/01/18-06/30/19
Lewis, Diane	TMD Aide/IVC	20.00	07/01/18-06/30/19
Lewis, Diane	TMD Aide/IVC	20.00	07/01/18-06/30/19
Lindhahl, Glenda	Project Specialist/SC	18.00	07/01/18-06/30/19
Long, Jason	Project Specialist/SC	14.00	07/01/18-06/30/19
Lontayao, Kathrine	Clerk/IVC	11.50	07/01/18-06/30/19
Lucarelli, Jeffrey	Project Specialist/SC	14.00	07/01/18-06/30/19
Lucas, Richard	TMD Aide/IVC	12.50	07/01/18-06/30/19
Lumboy, Cyril	Project Specialist/SC	15.50	06/06/18-06/30/18
Lumboy, Cyril	Project Specialist/SC	15.50	07/01/18-06/30/19
Madariaga Benavides, Marissa	Project Specialist/SC	14.00	07/01/18-06/30/19
Mahdi, Furat	Project Specialist/IVC	22.00	05/22/18-06/30/18
Mahdi, Furat	Project Specialist/IVC	22.00	07/01/18-06/30/19
Maloney, Hannah	Child Development Center Aide/SC	12.00	07/01/18-06/30/19
Martinez, Eric	Campus Security Officer/SC	12.50	07/01/18-06/30/19
Mayville, Joseph	Adapted Kinesiology Aide/SC	11.50	07/01/18-06/30/19
Mazaiwana, Alice	Project Specialist/SC	16.00	07/01/18-06/30/19
McGinley, Shaun	Coaching Aide/SC	25.00	07/01/18-06/30/19
Medina Santillan, Paola	Project Specialist/SC	20.00	07/01/18-06/30/19
Miller, Chase	Adapted Kinesiology Aide/SC	13.00	07/01/18-06/30/19
Mitchell, Cameron	Coaching Aide/SC	25.00	07/01/18-06/30/19
Mitchell, Michael	Campus Security Officer/SC	18.00	07/01/18-06/30/19
Moock, Marlee	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Mora Paredes, Andrea	Project Specialist/IVC	12.00	07/01/18-06/30/19
Moreno, Mariana	Project Specialist/SC	20.00	07/01/18-06/30/19
Moro, Heather	Project Specialist/DS	100.00	06/13/18-06/30/18
Moro, Heather	Project Specialist/DS	100.00	07/01/18-06/30/19
Namiranian, Afsaneh	TMD Aide/IVC	14.00	05/22/18-06/30/18
Namiranian, Afsaneh	TMD Aide/IVC	14.00	07/01/18-06/30/19
Newberry, Daniel	Coaching Aide/SC	25.00	07/01/18-06/30/19
Nur, Ari	Project Specialist/DS	14.00	06/18/18-06/30/18
Nur, Ari	Project Specialist/DS	14.00	07/01/18-06/30/19
O'Berry, Matthew	Project Specialist/SC	12.50	07/01/18-06/30/19
Ong, Lay Chin	Clerk/IVC	14.00	07/01/18-06/30/19
Orloff, Kristin	Project Specialist/SC	55.00	07/01/18-06/30/19
Ortiz, Maria	Child Development Center Aide/SC	20.00	07/01/18-06/30/19
Osman, Ahmed	TMD Aide/IVC	12.50	07/01/18-06/30/19
Parks, Jeremy	Project Specialist/IVC	12.50	07/01/18-06/30/19

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>
Parra, Antonio	Adapted Kinesiology Aide/SC	13.00	07/01/18-06/30/19
⁶ Parra, Jacqueline	Clerk/SC	16.00	07/01/18-06/30/19
Parrilla, Edward	Adapted Kinesiology Aide/SC	11.50	07/01/18-06/30/19
Pask, Daniel	Coaching Aide/SC	25.00	07/01/18-06/30/19
Pellegrino, Alexandria	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Perez, Jeremiah	Project Specialist/IVC	20.00	07/01/18-06/30/19
Perez, Yvonne	Project Specialist/DS	17.00	07/01/18-06/30/19
Pham, Quynh-Vy	Project Specialist/SC	14.50	07/01/18-06/30/19
Picard, Amanda	TMD Aide/IVC	14.00	07/01/18-06/30/19
Picard, Amanda	TMD Aide/IVC	14.00	07/01/18-06/30/19
Ponce, Marlene	Project Specialist/IVC	18.50	07/01/18-06/30/19
Pouresfandiari, Shahram	Project Specialist/IVC	17.50	07/01/18-06/30/19
Preble, Lisa	TMD Aide/IVC	18.00	07/01/18-06/30/19
Quezada Salgado, Mariela	Project Specialist/SC	11.50	07/01/18-06/30/19
Ramirez Vasquez, Jeneffer	Project Specialist/SC	19.00	05/29/18-06/30/18
Ramirez Vasquez, Jeneffer	Project Specialist/SC	19.00	07/01/18-06/30/19
Reshad, Lila	Project Specialist/IVC	12.00	07/01/18-06/30/19
Reyes, Carla	Project Specialist/SC	20.00	07/01/18-06/30/19
Rizk, Irene	Project Specialist/IVC	17.50	07/01/18-06/30/19
Rodriguez Evangelista, Rosa	Project Specialist/IVC	12.00	07/01/18-06/30/19
Rodriguez, Arturo	Outreach Aide/SC	14.00	06/14/18-06/30/18
Rodriguez, Arturo	Outreach Aide/SC	14.00	07/01/18-06/30/19
Russell, Allison	Coaching Aide/SC	25.00	07/01/18-06/30/19
Sanchez, Juliana	Child Development Center Aide/SC	12.00	07/01/18-06/30/19
Sandoval-Nava, Cindy	Project Specialist/SC	12.00	07/01/18-06/30/19
⁷ Schenitzki, Maxwell	Outreach Aide/SC	14.00	07/01/18-06/30/19
Schlesinger, David	Project Specialist/SC	16.50	07/01/18-06/30/19
Semanik, Erika	Project Specialist/SC	25.00	07/01/18-06/30/19
⁸ Sessler, Madison	Project Specialist/SC	19.00	07/01/18-06/30/19
Shalhoup, Dinara	Campus Security Officer/SC	12.00	07/01/18-06/30/19
Sierra, Sergio	Project Specialist/SC	16.00	07/01/18-06/30/19
Signorelli, Keoni	TMD Aide/IVC	14.00	07/01/18-06/30/19
Silva, Clark	Clerk/SC	16.00	07/01/18-06/30/19
Simpson, Chloe	Project Specialist/SC	14.00	07/01/18-06/30/19
⁹ Skaff, Donald	Outreach Aide/SC	14.00	07/01/18-06/30/19
Skidmore, Brian	Campus Security Officer/SC	18.00	07/01/18-06/30/19

⁶ Related to Lori Parra, Extended Opportunity Program Specialist – Bilingual, Saddleback College and Michael Alberto Parra, Associate Faculty, Saddleback College.

⁷ Related to Lisa Farrell Schenitzki, Psychological Health Services Supervisor, Saddleback College.

⁸ Related to Louis Troy Sessler, Facilities Maintenance and Energy Projects Manager, Saddleback College.

⁹ Related to Penelope Jane Skaff, Dean, Counseling Services, 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>
Steward, Daniel	Coaching Aide/SC	25.00	07/01/18-06/30/19
Straling, Louise	Project Specialist/DS	55.00	06/25/18-06/30/18
Straling, Louise	Project Specialist/DS	55.00	07/01/18-06/30/19
Straling, Louise	Project Specialist/IVC	55.00	07/01/18-06/30/19
Suleiman, Sereen	Project Specialist/SC	14.00	07/01/18-06/30/19
Sussman, Diane	TMD Aide/SC	12.00	07/01/18-06/30/19
Swanson, Sherrie	Project Specialist/DS	21.00	06/12/18-06/30/18
Tolles, Chase	Project Specialist/SC	14.00	07/01/18-06/30/19
Tran, Austin	Adapted Kinesiology Aide/IVC	11.50	07/01/18-06/30/19
Trant, Michael	Outreach Aide/SC	14.00	07/01/18-06/30/19
Varela, Marcus	Adapted Kinesiology Aide/SC	14.00	07/01/18-06/30/19
Vaughn, Yvonne	Project Specialist/SC	12.50	07/01/18-06/30/19
Vazquez, Obdulia	Project Specialist/SC	25.00	07/01/18-06/30/19
Veneracion, Hana	Project Specialist/SC	13.00	07/01/18-07/14/18
Vigo Janampa, Yesari	Outreach Aide/SC	14.00	07/01/18-06/30/19
Vigueras, Carla	TMD Aide/IVC	20.00	07/01/18-06/30/19
Wallace, Kyle	Coaching Aide/SC	25.00	07/01/18-06/30/19
Webb, Zariah	TMD Aide/IVC	20.00	07/01/18-06/30/19
Wells, Bryson	Project Specialist/SC	30.00	07/01/18-06/30/19
Wells, Douglas	Adapted Kinesiology Aide/SC	16.50	07/01/18-06/30/19
Wells, Johann	Adapted Kinesiology Aide/SC	13.00	06/04/18-06/30/18
Wells, Johann	Adapted Kinesiology Aide/SC	13.00	07/01/18-06/30/19
Williams, Jeremy	Clerk/IVC	12.00	07/01/18-06/30/19
Willis, Heather	TMD Aide/IVC	20.00	07/01/18-06/30/19
Wilson, Curtis	Coaching Aide/SC	25.00	07/01/18-06/30/19
Windisch, Ryan	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Wondra, Tiffany	Project Specialist/SC	40.00	07/01/18-06/30/19
Wu-Woods, Natalie	Project Specialist/IVC	15.00	07/01/18-06/30/19
Wybaczynsky, Oleksandyr	Project Specialist/SC	15.00	07/01/18-06/30/19
Yarnell, Emily	Project Specialist/IVC	12.00	07/01/18-06/30/19
Yazdanie, Haider	Clerk/IVC	12.00	07/01/18-06/30/19
Yoo, Daniel	Coaching Aide/SC	25.00	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>
Farokh Siar, Farahnaz	07/01/18-06/30/19
Ferencik, Brandon	07/01/18-07/14/18
Fukase, Christina	06/19/18-06/30/18
Fukase, Christina	07/01/18-06/30/19
Geiser, Theresa	07/01/18-07/14/18
Gore, Carsen	07/01/18-07/14/18
Hamid, Hishmah	06/25/18-06/30/18
Hamid, Hishmah	07/01/18-06/30/19
Henderson, Aaron	06/20/18-06/30/18
Henderson, Aaron	07/01/18-06/30/19
Hoang, Mi	05/18/18-06/30/18
Hoang, Mi	07/01/18-06/30/19
Jafarian Jegheh, Negar	07/01/18-07/14/18
Kermani, Arefeh	01/15/18-06/30/18
Kermani, Arefeh	07/01/18-06/30/19
Leon-Castro, Zuleyma	06/18/18-06/30/18
Leon-Castro, Zuleyma	07/01/18-06/30/19
Monzon, Randell	07/01/18-06/30/19
Ortiz, Johanna	06/18/18-06/30/18
Ortiz, Johanna	07/01/18-06/30/19
¹⁰ Paracha, Areeba	07/01/18-07/14/18
Pinzon, Sandra	07/01/18-07/14/18
R'Cornbart, Stephanie	05/18/18-06/30/18
R'Cornbart, Stephanie	07/01/18-06/30/19
Reyes, Sandra	05/30/18-06/30/18
Reyes, Sandra	07/01/18-06/30/19
Salazar, Juan	07/01/18-07/14/18
Savoy, Amaya	07/01/18-06/30/19
Sinclair, Michael	07/01/18-07/14/18
Syed, Umayr	07/01/18-06/30/19
Torres, Andrea	06/18/18-06/30/18
Torres, Andrea	07/01/18-06/30/19
Torres, Brenda	07/01/18-06/30/19
Zan, Samantha	06/18/18-06/30/18
Zan, Samantha	07/01/18-06/30/19

¹⁰ Related to Aliya Aleem 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>
Abolhosn, Nader	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Adney, Curtis	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Alexander, Caroline	Recreation Aide/SC	11.50	06/19/18-06/30/18
Alexander, Caroline	Recreation Aide/SC	11.50	07/01/18-06/30/19
Almero, Ronald	Tutor/SC	12.00	07/15/18-06/30/19
¹¹ Alvarez Ceja, Jasmine	Recreation Aide/SC	11.50	06/05/18-06/30/18
¹³ Alvarez Ceja, Jasmine	Recreation Aide/SC	11.50	07/01/18-06/30/19
Amirrad, Farideh	Tutor/IVC	15.00	06/01/18-06/30/18
Barnes Pagel, Velda	Community Education Presenter/SC	11.50	05/30/18-06/30/18
Barnes Pagel, Velda	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Basco, Cinnamon	Clinical Skills Specialist/SC	15.00	05/25/18-06/30/18
Basco, Cinnamon	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Bazmoon, Navid	Tutor/SC	12.00	07/01/18-06/30/19
¹² Bentz, Marie	Model/SC	25.00	07/01/18-06/30/19
¹³ Bentz, Paul	Model/SC	25.00	07/01/18-06/30/19
Bermudez, Matthew	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Birtwell, Deanna	Community Education Presenter/SC	11.50	06/12/18-06/30/18
Birtwell, Deanna	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Ceman, Bernadette	Senior Lifeguard/SC	13.00	06/19/18-06/30/18
Ceman, Bernadette	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Chowdhury, Farhan	Tutor/IVC	12.50	06/01/18-06/30/18
Chowdhury, Farhan	Tutor/IVC	12.50	07/01/18-06/30/19
Choy, Zi Yang	Tutor/SC	12.00	07/01/18-06/30/19
Claxton, Jane	Senior Lifeguard/SC	13.00	05/29/18-06/30/18
Claxton, Jane	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Coker, Jillian	Recreation Aide/SC	11.50	05/30/18-06/30/18
Coker, Jillian	Recreation Aide/SC	11.50	07/01/18-06/30/19
Cox, Julie	Tutor/IVC	16.00	07/01/18-06/30/19
Craddick, Andrew	Tutor/SC	12.00	07/01/18-06/30/19
Cross, Michelle	Recreation Aide/SC	11.50	07/01/18-06/30/19
De Simone, Debra	Medical Professional/IVC	45.00	07/01/18-06/30/19
Deats, Lauren	Medical Professional/SC	35.00	06/06/18-06/30/18
Deats, Lauren	Medical Professional/SC	35.00	07/01/18-06/30/19
Deghani Champiri, Leila	Tutor/IVC	11.50	06/01/18-06/30/18

¹¹ Related to Leonel Alvarez Ceja, Outreach Aide, Saddleback College and Daisy Bautista, Administrative Assistant, Saddleback College.

¹² Correction: This is a correction to the June 25, 2018 Classified Agenda: Related to Paul D. Bentz, Model, Saddleback College.

¹³ Correction: This is a correction to the June 25, 2018 Classified Agenda: Related to Marie Elianthe Bentz, Model, 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>
Dehghani Champiri, Leila	Tutor/IVC	11.50	07/01/18-06/30/19
¹⁴ DeRoulet, Eric	Tutor/IVC	16.00	04/23/18-06/30/18
¹⁵ DeRoulet, Eric	Tutor/IVC	16.00	07/01/18-06/30/19
Donnelly, Cole	Tutor/SC	12.00	07/01/18-06/30/19
El Nmeir, Julie	Tutor/SC	12.00	07/01/18-06/30/19
Ellwa, Marwa	Tutor/IVC	16.00	07/01/18-06/30/19
Emami, Shaheen	Recreation Aide/SC	11.50	07/01/18-06/30/19
Engel, Troy	Certified Test Proctor/IVC	11.50	07/01/18-06/30/19
Fadaei Forghan, Amir	Tutor/SC	15.00	07/01/18-06/30/19
Farahbod, Nahid	Tutor/SC	12.00	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
Gable, Ronald	Community Education Presenter/IVC	11.50	07/01/18-06/30/19
Galbraith, Mark	Medical Professional/SC	100.00	07/01/18-06/30/19
Gallardo, Micah	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Gattis, Marissa	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Geiser, Theresa	Tutor/SC	12.00	07/15/18-06/30/19
Gialamas, Gus	Medical Professional/SC	100.00	07/01/18-06/30/19
Gore, Carsen	Tutor/SC	12.00	07/15/18-06/30/19
Hamedein, Parsa	Tutor/SC	12.00	07/01/18-06/30/19
Hatami, Leili	Tutor/IVC	11.50	05/30/18-06/30/18
Hatami, Leili	Tutor/IVC	11.50	07/01/18-06/30/19
Havlena, Kaitlyn	Tutor/SC	12.00	07/01/18-06/30/19
Hidalgo, Camryn	Senior Lifeguard/SC	13.00	06/05/18-06/30/18
Hidalgo, Camryn	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Holmes, Langdon	Tutor/IVC	16.00	07/01/18-06/30/19
Jafarian Jegheh, Negar	Tutor/SC	12.00	07/15/18-06/30/19
Janke, Janelle	Senior Lifeguard/SC	18.00	07/01/18-06/30/19
Kaeser, Kinsley	Senior Lifeguard/SC	12.50	05/29/18-06/30/18
Kaeser, Kinsley	Senior Lifeguard/SC	12.50	07/01/18-06/30/19
Kelly, Connor	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Kirste, Alec	Senior Lifeguard/SC	13.00	06/25/18-06/30/18
Kirste, Alec	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Lavino, Stacy	Medical Professional/IVC	50.00	07/01/18-06/30/19

¹⁴ Correction: This is a correction to the June 25, 2018 Classified Agenda: Related to Daniel N. DeRoulet, English Composition Instructor, Irvine Valley College.

¹⁵ Related to Daniel N. DeRoulet, English Composition Instructor, Irvine Valley 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>
¹⁶ Lazar, Garrick	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
¹⁷ Lazar, Jereme	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Lazatin, Holly	Senior Lifeguard/SC	12.00	06/19/18-06/30/18
Lazatin, Holly	Senior Lifeguard/SC	12.00	07/01/18-06/30/19
Lockwood, Samantha	Senior Lifeguard/SC	12.50	07/01/18-06/30/19
Ly, Katria	Tutor/IVC	12.50	06/01/18-06/30/18
Ly, Katria	Tutor/IVC	12.50	07/01/18-06/30/19
Macias, Austin	Recreation Aide/SC	13.00	07/01/18-06/30/19
Maganzani, Nicolo	Tutor/SC	12.00	07/01/18-06/30/19
Mahjoub, Hannah	Tutor/SC	12.00	07/01/18-06/30/19
Maller, Robert	Community Education Presenter/IVC	11.50	07/01/18-06/30/19
¹⁸ Mangels, Amanda	Recreation Aide/SC	11.50	07/01/18-06/30/19
Marangi, Kent	Medical Professional/SC	100.00	07/01/18-06/30/19
May, Victoria	Model/SC	25.00	07/01/18-06/30/19
McDonald, Deborah	Certified Test Proctor/IVC	11.50	07/01/18-06/30/19
Meach, Neil	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Miller, Nancy	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Miramontes, Alexandria	Tutor/SC	12.00	07/01/18-06/30/19
Mirzada, Maschal	Tutor/SC	12.00	07/01/18-06/30/19
Monteith, Elizabeth	Tutor/SC	12.00	07/01/18-06/30/19
Morishita, Kylie	Tutor/SC	12.00	05/29/18-06/30/18
Morishita, Kylie	Tutor/SC	12.00	07/01/18-06/30/19
Moscarello Merritt, Michele	Medical Professional/IVC	70.00	07/01/18-06/30/19
Moss, Joan	Medical Professional/IVC	70.00	07/01/18-06/30/19
Murphy, Tara	Tutor/IVC	16.00	07/01/18-06/30/19
Naranjo, Mireya	Tutor/SC	12.00	07/01/18-06/30/19
Nguyen, Michael	Tutor/SC	15.00	07/01/18-06/30/19
Niggemann, Richard	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Olmos-Rios, Cristian	Recreation Aide/SC	11.50	05/30/18-06/30/18
Olmos-Rios, Cristian	Recreation Aide/SC	11.50	07/01/18-06/30/19
Onbirbak, Neema	Tutor/SC	12.00	07/15/18-06/30/19
Oplt, Maria	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Oye, Bradley	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Padden, Thomas	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19

¹⁶ Correction: This is a correction to the June 25, 2018 Classified Agenda: Related to Jereme Kiel Lazar, Clinical Skills Specialist, Saddleback College.

¹⁷ Correction: This is a correction to the June 25, 2018 Classified Agenda: Related to Garrick R. Lazar, Clinical Skills Specialist, Saddleback College.

¹⁸ Related to Lori Lyn Mangels, Human Resources Analyst, District Services.

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>
¹⁹ Paracha, Aliya	Tutor/SC	12.00	07/01/18-06/30/19
¹² Paracha, Areeba	Tutor/SC	12.00	07/15/18-06/30/19
Parva, Ali	Tutor/SC	12.00	07/01/18-06/30/19
Paulite, Brandon	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Petrulio, Kyle	Tutor/IVC	16.00	07/01/18-06/30/19
Phan, Diana	Tutor/IVC	16.00	06/10/18-06/30/18
Phan, Diana	Tutor/IVC	16.00	07/01/18-06/30/19
Pinto, Andrew	Certified Test Proctor/IVC	12.50	07/01/18-06/30/19
Pinzon, Sandra	Tutor/SC	12.00	07/15/18-06/30/19
Popovich, Sophia	Tutor/SC	12.00	07/01/18-06/30/19
Purcell, Sarah	Senior Lifeguard/SC	12.00	06/13/18-06/30/18
Purcell, Sarah	Senior Lifeguard/SC	12.00	07/01/18-06/30/19
Ramos Jimenez, Kimberly	Recreation Aide/SC	11.50	07/01/18-06/30/19
Raton, Michelle	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Reed, Aaron	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Reinke, Lisa	Clinical Skills Specialist/SC	30.00	07/01/18-06/30/19
Reis, Matthew	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Rhoades, Rachel	Recreation Aide/SC	11.50	05/15/18-06/30/18
Rhoades, Rachel	Recreation Aide/SC	11.50	07/01/18-06/30/19
²⁰ Rimland, Elise	Recreation Aide/SC	11.50	05/30/18-06/30/18
²² Rimland, Elise	Recreation Aide/SC	11.50	07/01/18-06/30/19
Roach, Andrew	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Rolfe, Matthew	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Rosendale, Steven	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Rosenkrantz, Michael	Tutor/SC	12.00	07/01/18-06/30/19
Ruef, Bryan	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Rush, Deane	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
²¹ Safavieh, Ariana	Recreation Aide/SC	11.50	06/13/18-06/30/18
²³ Safavieh, Ariana	Recreation Aide/SC	11.50	07/01/18-06/30/19
²² Safavieh, Jasmine	Recreation Aide/SC	13.00	07/01/18-06/30/19
Salazar, Juan	Tutor/SC	12.00	07/15/18-06/30/19
Samsel, Joelle	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Sarabia, Rodolfo	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Schaefer, Nicholas	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Schultz, Scott	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19

¹⁹ Related to Areeba Aleem Paracha, Student Help, Saddleback College.

²⁰ Related to Adam Scott Rimland, Recreation Aide, Saddleback College.

²¹ Related to Jasmine Safavieh, Recreation Aide, Saddleback College.

²² Related to Ariana Safavieh, Recreation Aide, 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>
Scott, Lauren	Senior Lifeguard/SC	14.00	05/29/18-06/30/18
Scott, Lauren	Senior Lifeguard/SC	14.00	07/01/18-06/30/19
Seabold, Patricia	Certified Test Proctor/IVC	11.50	07/01/18-06/30/19
Sepanji, Marjan	Tutor/IVC	12.50	06/15/18-06/30/18
Sepanji, Marjan	Tutor/IVC	12.50	07/01/18-06/30/19
Sinclair, Michael	Tutor/SC	12.00	07/15/18-06/30/19
Smith, Jordan	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Smith, Kascy	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Smyth, Steven	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Soewono, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Starr, Megan	Community Education Presenter/SC	11.50	06/05/18-06/30/18
Starr, Megan	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Steindler, Savoyonne	Tutor/IVC	16.00	07/01/18-06/30/19
Strong, Mark	Tutor/SC	12.00	07/01/18-06/30/19
Suppe, Dustin	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Tenney, Kyle	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Thompson, Kyle	Certified Test Proctor/IVC	11.50	07/01/18-06/30/19
Toffel, Charlie	Recreation Aide/SC	11.50	05/30/18-06/30/18
Toffel, Charlie	Recreation Aide/SC	11.50	07/01/18-06/30/19
Tomasick, James	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Topalian, Justin	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Tortarolo, Victoria	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Trudeau, Heather	Community Education Presenter/SC	11.50	06/05/18-06/30/18
Trudeau, Heather	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Vick, Jeffrey	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Visner, Jacqueline	Tutor/IVC	16.00	07/01/18-06/30/19
Vitello, Anthony	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Waterman, Charles	Community Education Presenter/SC	11.50	06/14/18-06/30/18
Waterman, Charles	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Weatherholt, Branden	Clinical Skills Specialist/SC	15.00	07/01/18-06/30/19
Woo, Kendall	Tutor/SC	13.00	07/01/18-06/30/19
Wu, Kejun	Tutor/IVC	16.00	07/01/18-06/30/19
Yeun, Michael	Clinical Skills Specialist/SC	20.00	07/01/18-06/30/19
Yoo, Chi Young	Medical Professional/IVC	35.00	07/01/18-06/30/19
Zandi Haghighi, Setarah	Tutor/IVC	11.50	06/01/18-06/30/18
Zandi Haghighi, Setarah	Tutor/IVC	11.50	07/01/18-06/30/19
Zohoori, Khashayar	Tutor/SC	12.00	07/01/18-06/30/19

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITIONS AND/OR POSITION NUMBERS

1. ²³HUMAN RESOURCES OPERATIONS SUPERVISOR, a classified manager, Pos. #P0004952, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 9, Office of Human Resources, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective June 15, 2018. (Position approved: February 24, 2014)
2. HUMAN RESOURCES SPECIALIST, Pos. #P0003389, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Office of Human Resources, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective June 15, 2018. (Position approved: February 27, 2006)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. MENTAL HEALTH PROVIDER, CATEGORICAL, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Student Health Center, 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 July 6, 2018. This position was approved by the Chancellor on July 6, 2018. Employment in this categorical funded position is contingent upon funding by Health Fee Services and the Mental Health Grant.

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 CHILD DEVELOPMENT CENTER**, a classified manager, Pos. #P0004545, Child Development Center, Office of Student Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 12, full-time, 40 hours per week, 12 months per year;
TO OPERATIONS SITE SUPERVISOR, CHILD DEVELOPMENT CENTER, CATEGORICAL, a classified manager, Pos. #P0004545, Child Development Center, Division of Wellness, Social Services and Child Development Center, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 2, full-time, 40 hours per week, 12 months per year position, effective July 2, 2018. This position was approved by the Chancellor on July 2, 2018. Employment in this categorical funded position is contingent upon funding by the Child Development Fund.

²³ Correction: The effective date is being corrected from "May 31, 2018 or sooner" on the April 30, 2018 Classified Agenda to "June 15, 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.
 - b. **RECLASSIFY** RESEARCH SPECIALIST, CATEGORICAL, Pos. #P0009046, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 130, full-time, 40 hours per week, 12 months per year;
TO RESEARCH AND PLANNING ANALYST, CATEGORICAL, Pos. #P0013857, Research, Planning and Accreditation, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, full-time, 40 hours per week, 12 months per year position, effective June 29, 2018. This position was approved by the Interim Chancellor on June 29, 2018. Employment in this categorical funded position is contingent upon funding by the Student Equity Plan (SEP).
2. DISTRICT SERVICES 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. ²⁴**RECLASSIFY** HUMAN RESOURCES SPECIALIST, Pos. #P0003358, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year;
TO HUMAN RESOURCES ANALYST, Pos. #P0003358, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position, effective July 2, 2018. This position was approved by the Board of Trustees on January 22, 2018.
 - i. **PROMOTE** MANGELS, LORI LYN, ID #014052, from HUMAN RESOURCES SPECIALIST, Pos. #P0003358, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 6, full-time, 40 hours per week, 12 months per year; to HUMAN RESOURCES ANALYST, Pos. #P0003358, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 5, full-time, 40 hours per week, 12 months per year, effective July 2, 2018.

²⁴ Reclassifications approved by the Board of Trustees on January 22, 2018.

D. REORGANIZATION – Continued

2. DISTRICT SERVICES 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.
 - b. ²⁷**RECLASSIFY** HUMAN RESOURCES SPECIALIST, Pos. #P0003540, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year;
TO HUMAN RESOURCES ANALYST, Pos. #P0003540, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position, effective July 2, 2018. This position was approved by the Board of Trustees on January 22, 2018.
 - i. **PROMOTE** VENDROVSKY, ANASTASIA EVGENIEVNA, ID #019892, from HUMAN RESOURCES SPECIALIST, Pos. #P0003540, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 6, full-time, 40 hours per week, 12 months per year; to HUMAN RESOURCES ANALYST, Pos. #P0003540, Office of Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 5, full-time, 40 hours per week, 12 months per year, effective July 2, 2018.

E. 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>
Bong, Won Jai	P0004794, Curriculum Specialist	P0004990, Scheduling and Enrollment Planning Analyst	138/2	40	06/14/2018
Meyer, John Frederick	P0004595, Police Operations Lieutenant	P0004542, Chief of Police	16/3	40	06/15/2018

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>
Adrian, Christopher Allen	P0003389, Human Resources Specialist	P0004953, Human Resources Operations Supervisor	11/1	40	06/15/2018

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Burnett, Richard Carl	P0003137, Lead Custodian	P0013517, Night Facilities Operations Supervisor	8/1	40	06/11/2018
Wilhelm, Melinda May	P0005237, Graphic Designer	P0013669, Creative Services Lead	142/1	40	06/06/2018

2. IRVINE VALLY 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>
Akers, Anna Maria	P0003140, Outreach Specialist	P0012808, Director of Outreach, Recruitment and Student Support Services, Categorical	131/6	40	06/15/2018
Calderin, Jennifer Marie	P0005167, Applications Specialist II	P0012063, Alternate Media Specialist	138/6	40	06/15/2018
Khandan, Nasser	P0003654, Senior Administrative Assistant	P0012736, Senior Accounting Specialist	127/3	40	06/15/2018
Munoz, Marina S.	P0006907, Program Assistant, Categorical	P0011502, Extended Opportunity Program Specialist	118/5	40	06/13/2018
Ramchandani, Brittany Leila	P0005050, Senior Administrative Assistant	P0011463, New Media and Marketing Specialist	127/5	40	06/13/2018
Saket, Aida	P0004459, Admissions and Records Specialist II	P0012741, Senior Admissions and Records Specialist	120/4	40	06/14/2018

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) – Continued

3. 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>
Baldwin II, James R.	P0003290, Administrative Assistant	P0012951, Senior Administrative Assistant	121/6	40	06/09/2018
Lao, Albert Austin	P0004070, Network Systems Technician I	P0012824, Applications Specialist II	132/5	40	06/15/2018

4. 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>
Kwan, Susan L.	P0004482, Human Resources Specialist	P0011134, Human Resources Operations Supervisor	127/5	40	06/15/2018
McCue, Jennifer J.	P0004603, Director of Marketing and Communications	P0012923, Director of Public Relations and Marketing	16/8	40	06/15/2018

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. IRVINE VALLEY 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>
Sweeney, Lindsey Lee	P0004840, Graphic Designer/Production Technician	P0013715, Graphic Designer	130/3	40	06/18/2018

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued

2. IRVINE VALLY COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Anaya, Tanya Frances	P0005014, Office Assistant	P0012712, Disabled Student Program Specialist	113/2	40	06/08/2018
Kennedy, Scott	P0004403, Police Sergeant	P0012756, Police Operations Lieutenant	IV/3	40	06/15/2018
Marmolejo, Jennifer	P0003542, Disabled Student Program Specialist	P0012713, Senior Administrative Assistant	123/4	40	06/08/2018

3. 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>
Chacon, Elsa	P0003946, Admissions and Records Specialist I – Bilingual Preferred	P0013551, Admissions and Records Specialist II	120/3	40	06/04/2018

4. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
England, Leah Raye	P0004774, Administrative Assistant	P0012525, Senior Administrative Assistant	121/2	40	06/15/2018

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued

5. DISTRICT SERVICES **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Nahavandi, Kamron	P0003669, Human Resources Assistant	P0003389, Human Resources Specialist	121/2	40	06/15/2018

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>	<u>Release from Probation/ Conclusion of Employment Date</u>
Avila, Juan Martin	Custodian/IVC	N/A	N/A	06/13/2018

I. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2017/2018 and 2018/2019 academic years.

Division of Advanced Technology and Applied Sciences, Saddleback College

Antolin, Jozef	Blatnik, Kevin	Culbertson, Steve
Harmon, Luke	Ibarra, Baudelio	Lee, Ashley
Miranda, Jose. V.	Monroy, Ryan	Oliver, Peter
Ramos, Andrew	Roper, David	Shaw, Charles
Supple, Marty	Weiser, Jason	

School of Business Sciences, Irvine Valley College

Chen, Winson	Ginsburg, Terry	Hays, Robert
Hensman, Elias	²⁵ Janisch, David	Le, Nga
Mers, Michael	Miyadi, Eric	Muilenburg, Nicole
Oberlin, Craig	Tran, Tinh	

Economic and Workforce Development and Integrated Design, Engineering and Automation, Irvine Valley College

Vaughn, Jeff

Division of Fine Arts, Saddleback College

Andrews, Marshall	Bennett, Kelly	Bergeson, Gary
Bernstein, Janeane	De Laduranty, Joseph	Duffy, John
Edmonds, Annette (AJ)	Kaczor, Marc	Kirschbauer, Josef A. (T.J)

²⁵ Related to Gail K. Janisch, Foster and Kinship Care Education Program Assistant, Saddleback College.

I. VOLUNTEERS – Continued

1. The following individuals are to be approved as Volunteers for the 2017/2018 and 2018/2019 academic years.

Division of Fine Arts, Saddleback College

Knight, Aurora	Knight, Nicole	Manniello, Robert
Melvin, Kevin	Mooring, Donald	Morenz, Emily
Osburn, Patrick	Poizner, Michael	Pollock, Norm
Santos, Eric	Savenye, Robert	Schwartz, Mark
Shab, Donald	Shevchuk, Benjamin David	Stang, Sandra
Stokesberry, Ken	Swope, Steven	Taylor, Jeffrey
Thornton, Donna Jo	Trice, Jeffrey Leon	Wedel, Terry
Yip, Vienna		

School of Guidance and Counseling Irvine Valley College

Kussman, Jessica	Lopez, Monica	O'Neil, Breanna
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Division of Counseling Services, Saddleback College

Mastour, Motti

Division of Kinesiology and Athletics, Saddleback College

Anderson, Emily	Chen, Jannet	Croft, Sheila
Cutler, Emily	Deol, Kulwarn	Fagan, James
Freeman, Connie	Guerrero, Marin	Guron, Anjneet
Hawksworth, Quinn	Johnson, Noel K.	McCartney, T. Sommer
Merrill, Kirstin	Mirabal, Lenice	Onouye, Melissa
Petersen, Mark	Plague, Christopher	Slavik, Brennan

Division of Kinesiology and Athletics, Saddleback College

Smithson, Zeb	Steward, Daniel	Valdivieso, Nancy
Welch, Jessica	White, Dominique	Wilford, Scott
Williams, Lindsay		

School of Languages and Learning Resources, Irvine Valley College

Hosono, Keigo

School of Social and Behavioral Sciences, Irvine Valley College

Ahrend, Philipp	Bixby, Philip	Heydarzadeh
		Sheykhangafsheh, Zahra
Lem, Henry	Sanchez, Dianne	

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT SALARY SCHEDULES
2017-2018 (eff. 06/01/18)**

**NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY
SCHEDULE***

*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of **160 days** in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

<u>Range</u>	<u>Level of Service</u>	<u>Hourly Rate</u>
Range 005	Entry.....	11.50
Range 006	12.00
Range 007	12.50
Range 008	13.00
Range 009	13.50
Range 010	Intermediate	14.00
Range 011	14.50
Range 012	15.00
Range 013	15.50
Range 014	16.00
Range 015	16.50
Range 016	17.00
Range 017	17.50
Range 018	18.00
Range 019	18.50
Range 020	19.00
Range 021	19.50
Range 022	Skilled	20.00
Range 023	21.00
Range 024	22.00
Range 025	23.00
Range 026	24.00

South Orange County Community College District
Page 2 – NBU Salary Schedules, 2017-2018

Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 027	Advanced	25.00
Range 028	.....	27.50
Range 029	.....	30.00
Range 030	.....	32.50
Range 031	.....	35.00
Range 032	.....	37.50
Range 033	.....	40.00
Range 034	.....	42.50
Range 035	.....	45.00
Range 036	.....	47.50
Range 037	.....	50.00
Range 038	.....	52.50
Range 039	.....	55.00
Range 040	.....	57.50
Range 041	.....	60.00
Range 042	.....	62.50
Range 043	.....	65.00
Range 044	.....	67.50
Range 045	.....	70.00
Range 046	.....	72.50
Range 047	.....	75.00
Range 048	.....	77.50
Range 049	.....	80.00
Range 050	.....	82.50
Range 051	.....	85.00
Range 052	.....	87.50
Range 053	.....	90.00
Range 054	.....	92.50
Range 055	.....	95.00
Range 056	.....	97.50
Range 057	.....	100.00

South Orange County Community College District
Page 3 – NBU Salary Schedules, 2017-2018

SHORT-TERM NBUS: (Live Scans required if non-student)

Adapted Kinesiology Aide	Ranges 005-022
Campus Security Officer (Short-Term)	Ranges 005-037
Certified Test Proctors	Ranges 005-022
Child Development Center Aide	Ranges 005-022 (Depending on ECE units, Permit)
Clerk -- Short Term	Ranges 005-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 005-029
DSPS Proctor	Ranges 005-022
AOJ Trainer (Frmrly Firearms Trainer)	Ranges 037-049
Lab. Aide	Ranges 005-022
Matriculation Proctor	Ranges 005-022
Outreach Aide	Ranges 005-022
Project Specialist	Ranges 005-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 005-057 (023+ require HR approval)

STUDENT POSITIONS: (BP 4215 & EC88003)

Student Help	Ranges 005-022 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 005-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District
Page 4 – NBU Salary Schedules, 2017-2018

PROFESSIONAL EXPERTS: (Live Scan required)

Administrative Professional Expert	Ranges 022-057 (HR approval req.)
Captionists	Ranges 022-047
Clinical Skills Specialists (Health Sci.)	Ranges 012-037
Interpreters (Sign Language)	Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language)	Ranges 037-057 (Experience/Certification based)
Medical Professional	Ranges 029-057
Models (Art)	Ranges 024-047
Tutors	Ranges 005-037
	(AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

COMMUNITY EDUCATION EXPERTS: (Live Scan Required)

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 005-022
Recreation Aide	Ranges 005-022
Recreation Leader	Ranges 005-029
Sr. Lifeguard	Ranges 005-022
Community Ed. Presenter	Ranges 005-057
Contract Education Presenter	
(Salary Specified in Community Education Service Agreement)	

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Saddleback College and Irvine Valley College: Guided Pathways Report|

ACTION: Information

BACKGROUND

The State of California allocated \$150 million in one-time funds to support the launch of Guided Pathways as a framework for college transformation statewide. Guided Pathways is a college-wide redesign to make colleges more student centered. To receive their allocations, colleges were asked to submit the California Community Colleges Guided Pathways Self- Assessment Tool in December 2017 and an Action Plan, Implementation Timeline, and Allocation Summary, collectively called a Guided Pathways Work Plan, in March 2018. Saddleback College and Irvine Valley College (IVC) completed each of these submissions respectively. Allocations were distributed in April 2018. The Saddleback College Year 1 allocation is \$322,487 and its total five-year allocation is \$1,329,948. The (IVC) Year 1 allocation is \$241,399 and its total five-year allocation is \$965,597. The timeframe for the current work plan is Spring 2018 through Summer 2019.

STATUS

At the request of the Board of Trustees, Saddleback College and IVC have prepared a written joint status report on each college's Guided Pathways activities during the 2017-2018 academic year, as well as the planned activities and outcomes for the upcoming 2018-2019 academic year, as seen in EXHIBIT A.

**Guided Pathways Board Report
Irvine Valley College
Saddleback College
July 30, 2018**

I. Introduction

Irvine Valley and Saddleback Colleges have provided access to opportunities for growth and advancement by building a wide array of programs and courses to meet the needs of our residents and local industry. However, access to our colleges alone is no longer enough to ensure opportunities for upward mobility for our community. According to the California's Future: Higher Education Report by the Public Policy Institute of California (PPIC), by 2030 more jobs are requiring degrees than ever before and if current trends persist, California will have a shortfall of 1.1 million college graduates to meet industry demands. Degree attainment is therefore increasingly necessary for our students to continue to have opportunities for advancement.

Based on the findings from research conducted in community colleges nationwide, Redesigning America's Community Colleges by Davis Jenkins identifies community colleges' existing structure as a critical barrier to completion. Jenkins suggests that students would be better served with a "prix fixe" model of program and course offerings in place of the current "cafeteria style" model of offerings. In addition, student voices statewide and on campus have identified the need for help to navigate the college and make informed decisions about what courses to take to reach their goals. Lastly, Scott-Clayton's (2011) research finding that optimal decision making by students is hindered when a student has too many choices presents an opportunity for the college to "rethink" how we work together to provide more structure and guidance for our students.

To address this need for structural change, the State Chancellor's Office has provided a framework and funding for the colleges to "rethink" how we organize ourselves to create more guided paths to completion for our students. The colleges' efforts are centered on the four pillars of the Guided Pathways framework, which are:

- 1) Create clear curricular pathways to employment and further education
- 2) Help students choose and enter their pathway
- 3) Help students stay on their path
- 4) Ensure that learning is happening with intentional outcomes

II. IVC Guided Pathways

II.A. Guided Pathways Assessment, Planning & Funding

During the 2017-2018 academic year, as part of the chancellor's statewide Guided Pathways initiative, Irvine Valley College conducted a self-assessment, created a college Guided Pathways work plan, participated in state-led Guided Pathways professional development activities, created a Guided Pathways organizational infrastructure, and received its first allocation of \$241,299, most of which will be devoted to professional development.

II.B. Guided Pathways in the Irvine Valley College Mission Statement and Strategic Plan

The Irvine Valley College Mission Statement and 2014-2020 Strategic Plan convey the college's commitment to Guided Pathways. The mission statement states that the college "offers clear and guided pathways to transfer opportunities, certificates, associate degrees, employment, and further education to a diverse and dynamic local and global community." In 2017, the college added an objective to its strategic plan to "implement institution-wide Guided Pathways" and identified several implementation actions steps.

II.C. 2017-2018 Guided Pathways Activities and Outcomes

During 2017-2018 academic year, the goals of IVC's guided pathways activities were to enhance campus-wide awareness of and involvement in Guided Pathways implementation, increase the college's capacity to institute widespread change, to increase cooperation with educational partners on Guided Pathways, and to utilize research and data to inform our efforts. The college achieved these goals by creating a governance structure for Guided Pathways, developing and implementing a communications plan, creating a cross-functional collaborative environment that included a prominent role for students, leveraging new and existing student services initiatives to improve student intake and onboarding, prioritizing training and professional development centered on leading change and Guided Pathways, collecting data to inform guided pathways efforts, and engaging in collaboration on Guided Pathways with K12s and other community colleges. These efforts are described in more detail in the following sections.

II.C.1. Governance Structure

During 2017-2018, IVC established the following implementation team structure:

- a) **Guided Pathways Oversight Work Group (GPOWG)** is a cross-functional team formally comprised of the faculty Guided Pathways coordinators, a dean designee of the VPI, the VPI, the VPSS, another student services dean (Admissions and Records), two students, two classified staff, and director of research. A counselor has recently started attending and we invite others to attend, as needed, such as our director of marketing.
- b) **Academic Senate Guided Pathways Work Group** is comprised of a tri-chair faculty team and 8-10 faculty from various schools and departments. Counselors and Librarians are included in the faculty attendees. Representatives from Admissions and Records, Marketing and Publications and other services on campus attend as needed.
- c) **Guided Pathways Design Team and Focus Groups** will work on different aspects of implementation such as: facilities and infrastructure, technology, and student support among other tasks that support Guided Pathways.

II.C.2. IVC Guided Pathways Summit

To promote campus-wide understanding of guided pathways, the college held a Guided Pathways Summit in February 2018. The Summit brought faculty, administrators and students together to learn about Guided Pathways. A diverse student panel discussed their viewpoints on Guided Pathways. Program mapping was discussed and mapping activities were conducted. A satisfaction survey was conducted afterwards. A second Summit is scheduled for Fall 2018.

II.C.3. Student Voice

Irvine Valley College is committed to incorporating a strong student voice in its Guided Pathways efforts. Several student panels were convened during the President's opening session in Fall 2017 and for the Guided Pathways Summit in Spring 2018. Students have been participating on the Academic Senate work group as well as the Guided Pathways Oversight Work Group. The Guided Pathways roadshow was presented to approximately 110 students at a Student Government Meeting. Cal State Fullerton Ed.D. graduate students held five student focus groups to gain the student perspective on Guided Pathways. The final focus group report will be circulated in the beginning of the Fall 2018 semester.

II.C.4. Student Services

Student Services administrators, managers, faculty/counselors and staff have been an integral part of the Guided Pathways projects starting with the nationwide AACC Guided Pathways Institute trainings and continued involvement at the college-wide level. The SSSP (Student Success and Support Program) Task Force continues to review and make improvements to the on-boarding processes of admissions, assessment, advisement, orientation and a variety of support service workshops.

Student Services deans and managers, with support and participation from the faculty, have developed a detailed, multi-day orientation known as Laser Week. The target audience is first time college students. The intent is to provide critical information just in time, in other words the tips and tricks for being a successful college student. Laser Week has themed days, faculty, family and friends where each day's activities are designed to engage the student with the college. The Irvine Valley College Promise was launched to provide financial support to students who fall in the "forgotten middle." These are students who applied for financial aid, but don't qualify because their expected family contribution is just above the threshold to be eligible which forces the student to work while attending school. While the full suite of wrap around services is still being developed, the Irvine Valley College Promise will pay the first year of fees and books.

II.C.5. Professional Collaboration and Leadership Training

Irvine Valley College invested in leadership training and inter-college and inter-agency collaboration on Guided Pathways. The college was selected to participate in the 2018 Leading From the Middle Academy designed to train the team to manage large organizational change such as Guided Pathways. Irvine Valley College established a close working relationship with Sacramento City College as a result of the Leading from the Middle training. A collaborative summit was held at IVC in May 2018 between the Orange County Department of Education, IVC, and Sacramento City College. Breakout sessions included the IVC College Promise Program, Dual Enrollment, discussions about AB705 and acceleration with Math and English faculty, Admissions & Records practices to support Guided Pathways, the activities of the Guided Pathways Senate Workgroup, and an open discussion forum among all parties present to conclude the day.

II.C.6. Professional Development

Irvine Valley College determined that the focus for Guided Pathways funding this first year would be professional development. Various, faculty, administrators and staff attended and shared

information from professional development institutes, IEPI workshops, the Academic Senate Plenary, the Leading From the Middle Academy, and Get Focused Stay Focused.

II.C.7. Awareness Raising

Central to the planned development of Guided Pathways was a "roadshow." The Guided Pathways coordinators developed a PowerPoint presentation that they presented to major constituency groups during Fall 2017, raising awareness of Guided Pathways across campus. The PowerPoint contained talking points that were reviewed and approved by GPOWG. All schools and student services departments were visited along with the Academic Senate and Associated Student Government.

All IVC employees were surveyed about their knowledge and awareness of Guided Pathways as part of the biennial Employee Satisfaction Survey in Spring 2018. About 75% of respondents had heard about Guided Pathways and most of them would be able to explain IVC's efforts in regards to the initiative. Guided Pathways also had strong approval by all employee groups with 95% expressing neutral or positive support and 18% showing strong support for Guided Pathways.

II.C.8. Interest Areas (Career Clusters) and Program Mapping

A proposal for preliminary Interest Areas (Career Clusters) will be presented to the Academic Senate early in the Fall 2018 semester. Currently under consideration is the creation of Interest Areas (Career Clusters) around the existing schools at IVC. Once the Interest Areas (Career Clusters) are approved, further student input will be sought.

The Academic Senate Guided Pathways Workgroup is in the process of collecting and developing roadmaps of major courses for each degree and award. Approximately a third of all degrees have been initially mapped, with a goal of over 50% by the end of the Fall 2018 Flex Week. These preliminary major roadmaps will be reviewed and approved with the discipline faculty and counselors.

II.C.9. Communication and Marketing plan

During the 2017-2018 academic year, the Vice President for Instruction and Academic Senate appointed Guided Pathways coordinators to spearhead a Guided Pathways communication plan. The Guided Pathways coordinators worked with the Office of Marketing and Creative Services to develop a Guided Pathways logo, which was used for the first time to promote the Guided Pathways Summit in February 2018. The Guided Pathways Summit was planned and organized by the Academic Senate Guided Pathways Work Group and the Guided Pathways coordinators, and was designed to further introduce the campus to Guided Pathways.

A Guided Pathways SharePoint site was developed to provide transparent and ready access to documents and materials related to Guided Pathways activities at the college. Although a small Guided Pathways external facing site exists at <http://academics.ivc.edu/pathways/Pages/default.aspx>, the Guided Pathways coordinators and Guided Pathways Oversight Work Group agreed that external marketing materials, such as brochures and a more developed external website devoted to Guided Pathways, should wait until Guided Pathways implementation is further along on campus. In May 2018, the coordinators and GPOWG identified the following marketing and communication projects for the 2018-2019 academic

year: (1) develop a periodic electronic communication/newsletter regarding Guided Pathways and (2) develop an external facing website for Guided Pathways.

The Academic Senate Guided Pathways Workgroup met with the Executive Director of Marketing and Creative Services in Spring 2018 to begin brainstorming marketing efforts to (1) better inform the campus community as to what is Guided Pathways, (2) identify what problems Guided Pathways is meant to help us solve, (3) promote upcoming Guided Pathways events and activities, (4) market Guided Pathways-related professional development activities, and (5) encourage cross-campus participation in Guided Pathways. Items that we are currently considering pursuing include: (1) a monthly or bi-semester newsletter, (2) email blasts, (3) an external facing Guided Pathways website, and (4) flyers. The audience for these materials includes faculty, staff, administrators, and students. Each effort will be targeted to a specific audience.

II.D. 2018-2019 Guided Pathways Activities and Outcomes

During 2018-2019, Irvine Valley College will continue its focus on developing Interest Areas (Career Clusters) and program mapping, continue to promote professional development and leadership training centered on Guided Pathways, establish more marketing and outreach materials centered on Guided Pathways, continue to foster cooperation among colleges and other educational institutions on Guided Pathways, and implement a design-team structure and design focus groups to encourage widespread campus engagement around Guided Pathways.

III. Saddleback College Guided Pathways

III.A. Guided Pathways Assessment, Planning & Funding

During the 2017-2018 academic year, as part of the Chancellor's statewide Guided Pathways initiative, Saddleback College conducted a self-assessment survey, created a college Guided Pathways work plan, participated in state-led Guided Pathways professional development activities, created a Guided Pathways organizational structure, and received its first State allocation of \$332,487.

III.B. Guided Pathways Vision statement

"Saddleback College supports the Guided Pathways framework by providing clearly defined pathways that efficiently lead students to completion of academic goals and attainment of skills that align with careers."

III.C. 2017-2018 Guided Pathways Activities and Outcomes

Last academic year, Saddleback College established a Guided Pathways Advisory Committee, led by the Dean of Career Pathways and Dual Enrollment, to complete the self-assessment survey. The results of the self-assessment were submitted to the Board on December 11, 2017, followed by the presentation of a multi-year work plan on April 30, 2018.

In addition to completing the self-assessment survey and workplan, the college prototyped an inclusive decision-making process. The process entailed the development of a governance structure and a focus on the following key areas: Pathway Interest Areas and Term by Term Course Roadmaps.

III.C.1. Governance Structure

Saddleback College used the following governance structure in Spring of 2018.

Guided Pathways Committee

The purpose of this committee was to design, implement and assess the effectiveness of campus-wide efforts under the Guided Pathways Framework. It was co-chaired by the Dean of Career Pathways and Dual Enrollment and the Academic Senate President. Membership included the Director of Research, Associate VP of Instructional Effectiveness, Academic Senate representatives, Classified Representatives and Managers.

Guided Pathways Steering Committee

The purpose of the steering committee was to plan and prepare for the Guided Pathways Committee meetings. The Steering Committee was chaired by the Dean of Career Pathways and Dual Enrollment along with 5-7 representatives of the Guided Pathways Committee.

At the end of the semester, the college's Consultation Council recommended an alternate structure to advance the Guided Pathways work in 2018-2019. Due to the complexity of the work and implementation needs, the recommendation was to utilize the existing Student Success Coordinating Committee to lead the College Level Guided Pathways effort since the Committee had proven to be effective in leading college-wide transformational change. In addition, to address program level Guided Pathway efforts, it was recommended that the college utilize the existing Division structure to advance the work of creating clear program requirements. Using existing structures to lead the transformation work would be more efficient and thus enhance our Guided Pathways efforts.

III.C.2. Pathway Interest Areas

Over a series of meetings, representatives from across the College met to discuss "grouping" like programs into "interest areas". The Guided Pathways Steering Committee identified sample interest areas used by other colleges and planned activities to gather input to determine appropriate interest areas for our College. An initial list of interest areas was formed and shared with faculty, students and managers for input. Feedback from the different constituencies suggested a need to consider other ways of grouping College programs. At the end of the semester, it was recommended that the College consider grouping like programs by careers, personality traits, and themes.

III.C.3. Term by Term Course Roadmaps

During Spring 2018, the Guided Pathways Steering Committee developed several templates to map the courses students should take each term to reach completion. The templates were brought to the Guided Pathways Committee and utilized to determine their ease of use, as well as the level of detail required to ensure students receive more guidance to completion. At the end of the semester, it was recommended that the college utilize the template used in the existing My Academic Plan (MAP) system to develop a term-by-term course roadmap for each major and certificate. In 2018- 2019, the college will work to complete the term-by-term course roadmaps for all majors.

III.D. 2018-2019 Guided Pathways Action Plan and Outcomes

Given our discoveries during 2017-2018, the College is now taking a two-prong approach to “rethink” how we work together to provide more structure and guidance for students navigating to and through the College. This approach will divide the action plan into college-level work and division-level work to ensure that all segments of the College are engaged in improving structure and guidance for students reaching their goals and completing programs.

III.D.1. College-Level Focus Action Plan

Lead: Student Success Coordinating Committee Co-Chairs
Participants: Student Success Committee and Workgroups
Meeting dates: August 15, September TBA, October TBA, and November TBA

1) Guided major and career exploration

Activities:

- Identify different ways to group programs with other like programs.
- Evaluate grouping like programs by careers, personality traits, and themes
- Gather student voices regarding majors and career exploration

Outcome:

- College consensus on grouping methodology

2) Improve basic skills

Activities:

- Implement AB705-related changes to initial placement
- Re-design curriculum to meet AB705 requirements

Outcomes:

- Increased number of students who enter and complete transfer level English and math.
- New curriculum in math and ESL

3) Integrated technology infrastructure

Activities:

- Enhance Communication Tools: Catalog, Website
- Enhance Operational Tools: My Academic Plan, Smart Schedule, Sherpa Nudges
- Evaluate feasibility of integrating State-wide Tools: Career Café, My Path, Career Coach

Outcomes:

- Improved communications and guidance for students by pathway and groups of pathways.

III.D.2. Division-Level Focus Action Plan

Lead: Division Deans and Chairs
Participants: Full-time and Part-time faculty and staff within each Division
Meeting Dates: August 17, September TBA, October TBA, and November TBA

1) Clear Program Requirements

Activities:

- Develop term-by-term road map of courses to take by major
- Enter term-by-term roadmaps into the MAP system

Outcomes:

- Completion of term-by-term road maps for all degrees and certificates

- Self-service option for students to have pre-set MAP at entry to guide their path at the College

2) Career Pathways Dual Enrollment

Activities:

- Design Career Pathways Dual Enrollment program with CUSD and SVUSD
- Prototype 3-5 Career Pathways Dual Enrollment paths

Outcomes:

- Career Pathway Dual Enrollment paths
- CCAP agreements to offer feasible Career Pathway Dual Enrollment opportunities

IV. Joint IVC and Saddleback Guided Pathways Technology Projects

Current district-wide technologies that support Guided Pathways include: My Academic Plan (MAP), the Progress Report in MySite, and the SmartSchedule. My Academic Plan provides guidance for all students to reach their academic goals with a term-by-term plan, which is reviewed by IVC and Saddleback Counselors. The Progress Report is available in MySite for faculty to provide students

(and their Counselors) with both positive feedback, such as high test scores and good attendance, and negative feedback, such as absences and missing assignments. Other technology updates in relation to Guided Pathways will occur as the roadmaps are developed and approved. For example, SmartSchedule will support keeping students on their paths. Phase 2 of the SmartSchedule is currently in 'preview release' and will be available in early to mid August. Phase 3 is scheduled to be released in Fall 2018. The Phase 3 SmartSchedule will be able to utilize "section groups" that correspond with interest groups/career groups and will also reflect the college's future pathways work by being closely integrated with each student's MAP.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
07/14/2018 9:00 AM – 4:00 PM SC Outdoor in Archaeology area next to Tennis Courts	Renee Garcia, ANTH1 Biological Anthropology	James Bowden	Introduction to Flintknapping	\$1000.00
05/01/2019 11am – 2pm McKinney Theatre	Bruce Gilman “One Book, One College” Author Presentation	David Sheff author of Beautiful Boy	Drug Addiction and Student Wellbeing	Speaker Fee: \$10,000 Travel Estimate: \$1,500 Total; \$11,500

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Staff May Respond to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

STATUS

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT
July 30, 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. *This report contains information on projects listed in the Facilities Master Plans for both colleges and associated planning efforts.*

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	March 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	Aug 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	<i>July 2018</i>	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. *Mass grading of site, installation of mechanically stabilized earth (MSE) retaining wall, and installation of new storm drainage system at southeast quadrant of the college. Paleontologist and Tribal Monitoring underway.*

Recently Completed: *Clear and grub (remove vegetation) and demolish sitework, ground penetrating radar and potholing at Village area to locate underground utilities prior to commencement of storm drain installation.*

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, *in particular prior to demolition of existing switchgear, scheduled for first week of August. Analysis of schedule impact is due to DSA review duration going beyond time forecast.*

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 and assessment (see SC TAS Building Assessment in this report) 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, 8/22/2016 and 5/21/2018. The original basic aid assignment of \$1,956,000 met design costs. 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 fund reassignment of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. *On May 21, 2018 the Board approved \$44,863,622 to fund a new building.*

	Original	Revision	Total
Project Budget:	\$8,755,055	\$56,653,567	\$65,408,622
District Funding Commitment:	\$8,755,055	\$56,653,567	\$65,408,622
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$63,452,622	\$65,408,622

Status: Proposal Submittal Phase.

In Progress: *Design-Build proposal review by the evaluation committee. Prepare for final interviews as the final step of selection process.*

Recently Completed: *Final addendum issued and proposals received from the three pre-qualified Design-Build Entities.*

Focus Issue: *Complete Design-Build submittal review process, conduct final interviews with three pre-qualified Design-Build Entities and negotiate agreement with the recommended team.*

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 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	\$16,990,000	\$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 Board of Governor's agenda to verify the project is moving forward in the state process. The project appears on the July 2018 Consultation Council agenda.

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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,800,000	\$24,362,000
Anticipated State Match:	\$25,141,000	\$(6,643,000)	\$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 Board of Governor’s agenda to verify the project is moving forward in the state process. The project appears on the July 2018 Consultation Council agenda.

4. NEW PARKING LOT

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	Feb 2019
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, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017 the Board approved \$733,000. *On May 21, 2018 the Board approved \$1,300,000 to include the phase II parking scope.*

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: *Bid Phase.*

In Progress: *Bidding construction project. Procurement for project inspection and special testing and inspection services.*

Recently Completed: *Parking Lot plans and specifications approved by DSA and bid documents released. Board approved award of Energy Management Services contract for battery storage. Received SCE construction project details to aggregate incoming electrical service.*

Focus: *Bidding for Parking Lot Phase 1A. Project kick-off meeting for battery storage project, including coordination of interconnect agreement with SCE. 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	Sep 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Dec 2018
DSA Final Approval	June 2018	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. *On May 21, 2018 the Board approved \$1,360,000.*

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Bid Phase

In Progress: *Bidding construction project. Procurement for project inspection and special testing and inspection services.*

Recently Completed: *Plans and Specifications approved by DSA. Bid documents released.*

Focus: *Complete bidding phase.*

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	Aug 2018

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015 the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA 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: Battery storage installation.

Recently Completed: *Submitted close out documentation to DSA, Notice of Termination of construction phase storm water permits from State Water Resources Control Board (SWRCB).*

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>Aug 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: Approval of State Water Resources Control Board (SWRCB) for construction phase storm water permits notice of termination.

Recently Completed: Submitted close out documentation to DSA, filing Notice of Termination of construction phase storm water permits from State Water Resources Control Board (SWRCB).

Focus: DSA Closeout approval

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, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: 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.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase I work complete. 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>Aug 2018</i>

Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000. *On May 21, 2018, The Board approved \$25,000.*

	Original	Revision	Total
Project Budget:	<i>\$460,000</i>	<i>\$125,000</i>	<i>\$585,000</i>
District Funding Commitment:	<i>\$460,000</i>	<i>\$125,000</i>	<i>\$585,000</i>
Anticipated State Match:	<i>\$N/A</i>	<i>\$N/A</i>	<i>\$N/A</i>
Basic Aid Allocation:	<i>\$460,000</i>	<i>\$125,000</i>	<i>\$585,000</i>

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, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. *On May 21, 2018 the Board approved \$3,000,000.*

	Original	Revision	Total
Project Budget:	<i>\$400,000</i>	<i>\$3,500,000</i>	<i>\$3,900,000</i>
District Funding Commitment:	<i>\$400,000</i>	<i>\$3,500,000</i>	<i>\$3,900,000</i>
Anticipated State Match:	<i>\$N/A</i>	<i>\$N/A</i>	<i>\$N/A</i>
Basic Aid Allocation:	<i>\$400,000</i>	<i>\$3,500,000</i>	<i>\$3,900,000</i>

Status: *Procurement and contract execution phase.*

In Progress: *Obtain the Board of Trustees' approval for project recommended at this month's Board meeting. Procure construction management and geotechnical engineering services.*

Recently Completed: *Budget allocation, selection of construction manager and labor compliance. Finalized agreement with the recommended firm.*

Focus: *Preparation for project kick-off and mobilization process. .*

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	July 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. *On June 22, 2016. The Board also approved a budget revision to fund Project Pre-planning and Investigation dollars.*

	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: *Kick Off.*

In Progress: *Collect building As-Built drawings and create project database.*

Recently Completed: *Executed agreement with the recommended firm*

Focus: *Project Kick-off meeting with Stakeholders, schedule site visits and conduct field investigation.*

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	July 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 5/21/2018. On May 21, 2018, the Board approved \$175,000.*

	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

Status: *Kick Off.*

In Progress: *Collect building As-Built drawings and create project database.*

Recently Completed: *Executed agreement with the recommended firm.*

Focus: *Project Kick-off meeting with Stakeholders, schedule site visits and conduct field investigation.*

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 50% match as the economy *has changed* from the original project approvals to current date. The “Revisions” column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
- The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: 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 May 31, 2018 (EXHIBIT A).

For May, the portfolio was composed of 50.1% Fixed Funds (Bonds) and 49.9% Common Stocks (Domestic and International). The portfolio's performance increased 0.71%, ending with a fair market value of \$116,640,143 and an annualized return of 5.81%.

June 13, 2018

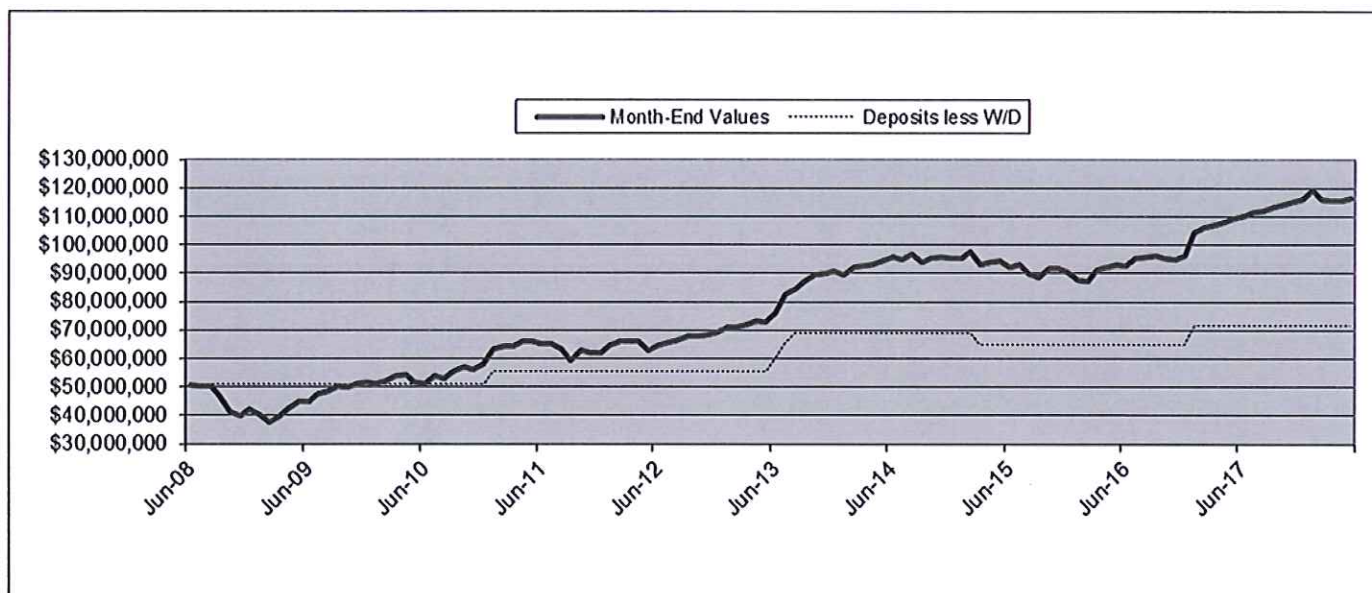
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

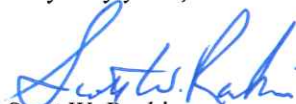
With a fair market value on May 31st of \$116,640,143.17 your portfolio's performance was up 0.71% for the month and up 5.81% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.9%) and fixed income funds (50.1%). 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>May 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.71%	0.36%	5.81% annualized return
S&P 500	2.02%	1.63%	10.15% (Domestic Stocks)
MSCI EAFE	-2.25%	-1.55%	3.00% (International stocks)
Barclays Aggregate	0.71%	-1.50%	3.77% (Domestic Bonds)
Barclays Global	-0.76%	-1.03%	2.64% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
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
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
	\$ 71,676,602		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

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

Chancellor and College Presidents written reports are included 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



DATE: July 19, 2018
TO: Members of the Board of Trustees
FROM: Kathleen Burke, Ed.D, Chancellor
SUBJECT: District Services Report for July 30, 2018 Board of Trustees Meeting

Welcome Chancellor Kathleen Burke, Ed.D

The District welcomed Chancellor Burke to the District with a series of advertisements in the Orange County Register and it's four community newspapers, in the Orange County Business Journal, on the SOCCCD Website and Facebook page. Additionally, IVC and Saddleback Colleges displayed "Welcome Messages" on their electronic display boards.

Tour of ATEP by Congresswoman MiMi Walters', Legislative Assistant, Kate Randle

On Wednesday, July 18, Kate Randle, Legislative Assistant to Congresswoman Mimi Walters toured the ATEP IDEA Center with Chancellor Burke; Vice Chancellor Ann-Marie Gabel; IVC President Glenn Roquemore; Chris McDonald, Vice President for Instruction and Administration, IVC; Terrence Nelson, Saddleback Valley College Veterans Affairs; and Nancy Montgomery, Irvine Valley College Veterans Affairs. Following the tour of the IDEA Facility, Ms. Randle and staff discussed various ways the Congresswoman could assist the District in advocating for funding, program support and in furthering ATEP goals, as well as our Veteran's Affairs programs and services. Congresswoman Walters is advocating a VA mobile health clinic to serve our SOCCCD veteran students.

Trustee T.J. Prendergast, III, Guest Interview on Laguna Woods Village Television Show "This Day"

On Wednesday, July 11, Trustee Prendergast appeared on the Laguna Woods TV show. During his interview he covered the following topics:

- Welcomed Chancellor Burke, Ed.D to the District
- Provided an overview and promoted the College Promise to viewers
- Promoted the Engineering Academy between IVC and UCI
- Informed viewers about the District's Guided Pathways Program
- Provided a brief overview of ATEP
-

SmartSchedule project: Phase Two - Preview Release

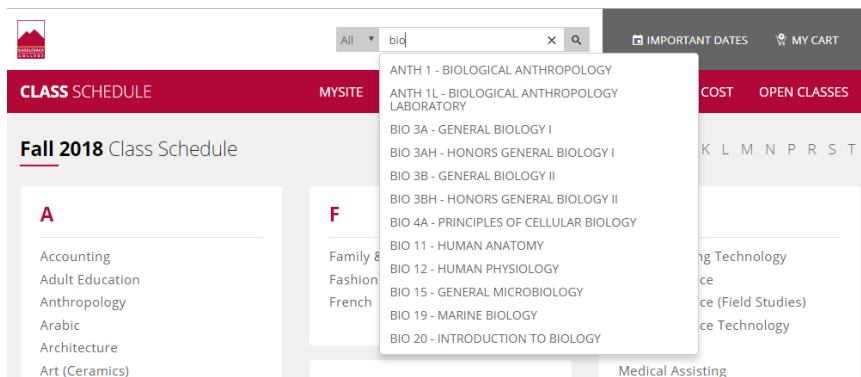
A "preview release" of Phase two of the new **SmartSchedule** was released this month and it is getting good reviews from the students. We are going to remain in a preview release while we work out some last minute issues and we hope to have a full release in August. Below are a few excerpts from comments we have received (edited for grammar):

- "The new side bar with filters to further refine my class search powerfully enhances the IVC and Saddleback College class schedule platform. I am thoroughly satisfied with these changes and would like to extend my gratitude to those responsible for developing these new tools. These updates will prove extremely useful in my next three semesters at IVC. Thank you!"
- "I'm so happy you added the option to see the Saddleback course schedule from the IVC Mysite . I think it really helps to reduce the time it takes to decide on which classes to take. I think it would be even better if you could see both Saddleback and IVC classes in a section.
- The additions to the class schedule site are really good! Very helpful to filter out the open classes and which days I'd prefer.

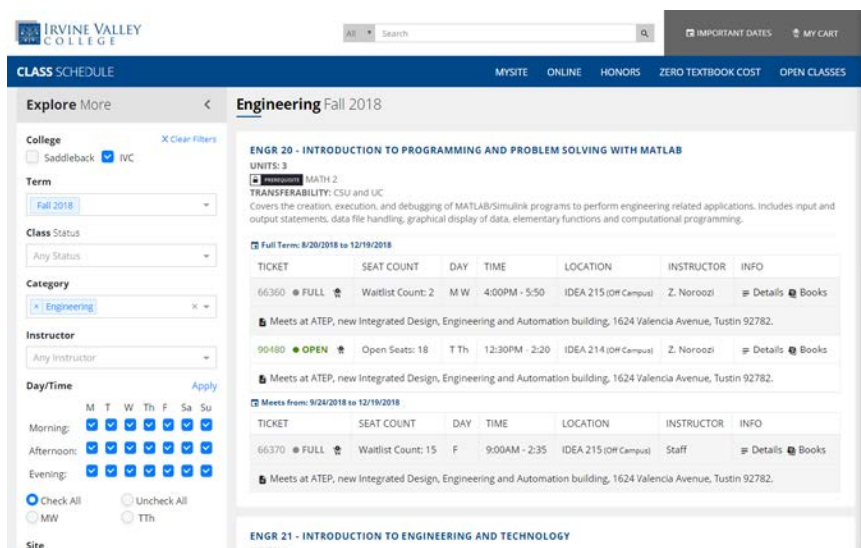
- So much more user friendly...provides additional data about classes...a really nice improvement.
- I found it easier with the new features.
- Love the filter feature!
- Great addition. Easy to search through classes.
- Not bad. Day/Time could use some work, make it update automatically. Otherwise it looks smooth clean and user friendly.
- I am giggling over the feedback verbiage "unfettered praise" because I don't necessarily worship SmartSchedule Phase 2, but I do like what you guys are doing! Really like the filter system!
- I think it looks really good. It prevents students from having to continue to click back to get to the prior page.
-

SOCCCD SmartSchedule Phase Two – New Features

The system now includes a powerful new search engine that provides auto-suggestions on every page. Students can type a course ID, section ID, instructor name, location or any word that is in the course description or comments.

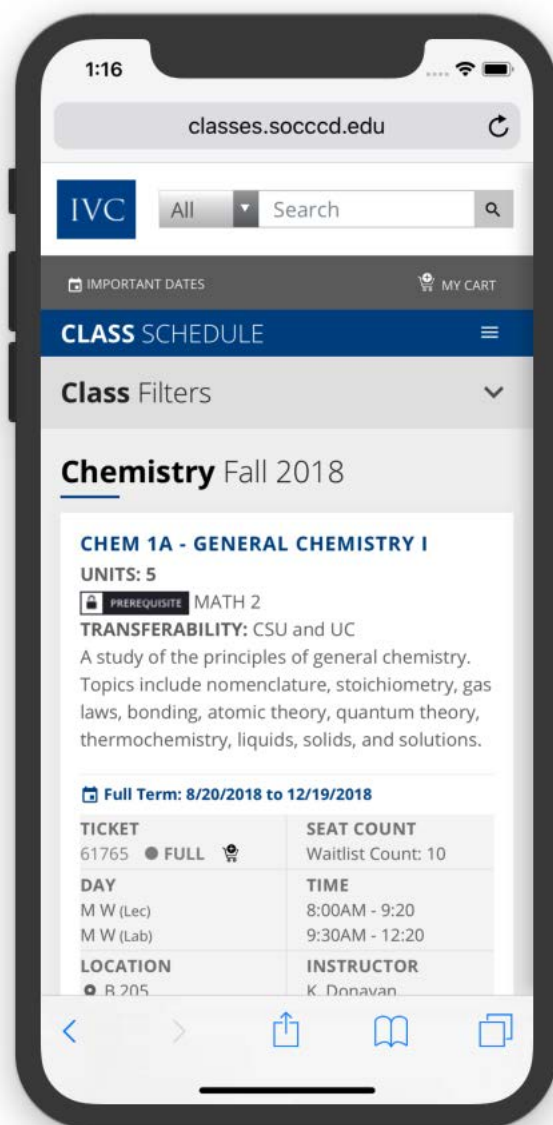


Every listing page includes a wide range of filters that allow students to easily refine their list of desired classes.



Other Features:

- Clicking on “Details” will open a slide-out panel, which displays detailed information, including important dates. Students can set a personal email reminder for each date for that specific class.
- Clicking on the class location will open an interactive map – on mobile devices, it will guide students using geolocation.
- The new class shopping cart provides students a calendar view which includes their enrollments, waitlists and their classes contained in the cart. It will automatically alert them to any enrollment issues for those classes prior to their registration appointment.
- All of these features are fully available on mobile devices as well.





SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Jim Buysse, Interim President

SUBJECT: Report for July 30, 2018 Board of Trustees Meeting

Welcome to Chancellor Kathleen Burke!

It is a pleasure to welcome Dr. Kathleen Burke as our new Chancellor of the South Orange County Community College District. The faculty, staff, and administration of Saddleback College look forward to attending the Chancellor's Opening Session during Professional Development Week.

Promise Program Update

Two hundred fifty students have been accepted to the Saddleback College Promise Program. A meet and greet will be held on Monday, August 6 at 6:00 pm where students will have the opportunity to meet their fellow Promise Program cohorts and faculty, ask questions of current students, and obtain information on college programs and services.

Saddleback Students Compete in American Statistical Association DataFest

Saddleback College mathematics students proved to be fierce competitors at the American Statistical Association DataFest held at Chapman University in late April. Under the advisement of mathematics instructor Domingos Begalli, who is also the director of scientific computing at UC Irvine's School of Physical Sciences, the students competed against teams from four-year colleges and universities including UCLA, UCI, and Cal Poly Pomona. This was the first year that students from community colleges competed.

Congratulations to Automotive Technology for a Stellar Accreditation Visit

A National Automotive Technicians and Education Foundation evaluator visited the automotive technology program on June 25 and 26. The site visit evaluated curriculum, faculty qualifications and professional development, student instruction and assessment, facilities, and many other requirements.

The evaluator's assessment was highly positive, stating, "In the 10 years that I have been evaluating educational automotive training institutions [private and public], this is the first program that I could not find anything wrong to provide recommendations. The facility looks like a dealership and this is a great learning institution." He commended the program for its organization and processes, and leadership in promoting automotive technology with our fellow Orange County colleges and local high schools. Further, the evaluator commented on the program's partnerships with other institutions for

professional development, coordinated curriculum, and resource identification, and commended the ongoing interaction with industry partners and advisory committee.

Congratulations to the automotive technology team!

Upcoming Events

Saddleback College Promise Program Student Meet and Greet: Monday, August 6, 6:00 pm

President's Faculty Breakfast: Wednesday, August 15, 7:45 am to 9:20 am

President's Part-Time Faculty Dinner: Thursday, August 16, 4:30 pm to 6:45 pm

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Jim Buysse', with a stylized, cursive script.

Jim Buysse
Interim President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President

DATE: July 19, 2018

SUBJECT: President's Report for the July 30, 2018 Board of Trustees Meeting

IVC Choir Attends Salzburg Choral Festival

On June 26-July 5, the Irvine Valley College (IVC) Choir traveled to Munich, Salzburg, Melk, Vienna, and Prague to perform as part of the Salzburg Choral Festival. The trip included a recital in Wieskirche as part of the American Celebration of Music in Germany; guided tour of Salzburg, including Mirabell Palace and Gardens, Mozart Square, University Church, entrance to the Mozarthaus and a cable car ride up to the Fortress; morning, afternoon and evening massed rehearsals in the Dommusik, including a final evening massed rehearsal with Orchestra in the Dom; Excursions to Mondsee; a recital in St. Michael's Basilica as part of the American Celebration of Music in Austria; a guided tour of Schloß Leopoldskron and entrance to Schloß Hellbrunn, whose gazebo was also featured in *The Sound of Music*; Jubilate Mozart! Festival Finale Concert in the Salzburger Dom; participation in the Mass in the Salzburger Dom; a recital in Melk Abbey as part of the American Celebration of Music in Austria; a recital in St. Stephan's Cathedral as part of the American Celebration of Music in Austria; a guided tour of Historical Vienna includes Ringstraße, Imperial Palace, State Opera, Town Hall, Strauß Monument, and entrance to Schönbrunn Palace; entrance to the Beethoven Museum; Guided tour of Musical Vienna included entrance to the Haus der Musik and entrance to the Museum of the Vienna Philharmonic; a Guided tours of Prague included the Charles Bridge, Old Town Square, the Tyn Church, the Astronomical Clock, and the Jewish Quarter. The tour also visited the Castle District, where entrance was included to Hradcany Castle, St. Vitus Cathedral, the Old Royal Palace, the Golden Lane, and Daliborka Tower; a final Recital was held in St. Nicholas Church in Prague as part of the American Celebration of Music in the Czech Republic.

Communications Studies Chair Lectures in China on 17-day Trip

Gary Rybold, Chair of the Department of Communication Studies, traveled through China during his 2018 summer break on a 17-day trip to lecture on the Irvine Valley College Project, an activity-oriented pedagogy developed by the department for public speaking courses.

IVC Hosts BBQ ACCCA Admin 101 Attendees

On July 22, approximately 72 California Community College leaders participated in the Association of California Community College Administrators (ACCCA) Admin 101 week-long "boot camp" for administrators and managers. The Admin 101 program uses professional speakers and seasoned administrators to provide the essentials of good administrative practices in today's community college system. Over the past 18 years, Admin 101 has trained over 1,200 new or inexperienced administrators and managers who have gone on to advance in their careers or simply improve their job performance. The training program began at Brandman University's Irvine campus and concluded with a welcoming barbeque annually hosted at IVC. The event is meant to bring together presenters and participants, along with invited local guests from the college and district office, to network and build a sense of community and goodwill among boot camp attendees. SOCCCD and IVC have had a long history of involvement with the program. IVC President Glenn Roquemore is a past presenter at the program and a former ACCCA board member; and Elizabeth Cipres, Dean, Counseling Services, is a current ACCCA board member, and has volunteered her time and expertise to the program for all of its past 18 years.

Liberal Arts Building Reclaimed Water Project

June 8, IVC conducted work on a directional drilling project on campus, as part of the Liberal Arts (LA) Building Reclaimed Water Project. Once complete, the LA Building will be connected to reclaimed water for use in the toilets as part of IVC's continued commitment to sustainable practices. The work done on campus did not impact parking or traffic activity. Amtek Construction was on campus for this work. There were three locations of pilot holes and a surface-launched horizontal drilling rig. The horizontal directional drilling method was chosen to ensure a minimal trenchless method of installing underground pipes along underground bore paths.

Young Entrepreneur Workshops

On June 25-29, IVC's Career Technical Education Office and Summer Bridge Program partnered to offer workshops designed for high school student entrepreneurs. The half-day workshops are intended provide students with knowledge and experience from industry experts. Topics and activities include developing an entrepreneurial mindset; creating a business model; patents; networking and pitching skills; financial smarts; presenting ideas in a pitch competition; business field trips; small business community resources; and bridging young entrepreneurs from high school to college.

B 300 Building Receives Facelift

Work is currently in progress to update the B 300 façade. New brick veneer is being installed at several exterior locations where cracking is visible, and all exterior paint will be refreshed. Tile roofing is being replaced with standing seam metal roofing, and entryway doors, windows, and walkways are being replaced to improve energy efficiency and accessibility. In addition, the first floor restrooms will be completely remodeled.

Performing Arts Center Lobby Renovations

Work is being done in the Performing Arts Center (PAC) lobby to address the poor acoustical conditions by applying sound attenuating wood paneling in the interior walls and a portion of the high ceiling. Smaller measures will include a few strategically placed acoustical clouds, and carpet tile at the second floor. At the back of the house, a dust collection system and new paint booth are being installed in the scene shop, and modifications are being made to the rigging/counterbalance system at the main stage to make this system more user friendly.

Library Exterior Renovations

Beginning in June, the IVC Library is undergoing a full exterior renovation that addresses waterproofing of the building envelope and incorporates enhancements to the façade: repairs and/or replacement of cap bead, sealants and joints, through wall flashing, stucco elastomeric coating, and coping cap. The building renovation also includes continued replacement and updates of the college's lighting systems. All exterior light fixtures will be upgraded/converted to LED lighting. These updates will make the building more energy efficient, as the current systems are original to the building and have been in place since 1997.

IVC Set for Fourth Annual Laser Week

From Wednesday, August 15 through Friday, August 17, IVC will host its fourth annual Laser Week in the Live Oak Terraces to provide students with the opportunity to explore all that Irvine Valley College has to offer before the start of the fall semester. During this three-day event participants will attend student success workshops, learn about academic programs and support services, and connect with faculty, staff and other incoming IVC students. This year's Laser Week theme is centered around faculty, family, and friends and the agenda for each day focuses on one of those components. Laser Week is designed to prepare students in a fun, interactive way.



IRVINE VALLEY COLLEGE

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TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Matthew Rosborough, President *MR*
Associated Student Government (ASG) of Irvine Valley College (IVC)

DATE: July 19, 2018

SUBJECT: **ASG of IVC Report for July 30, 2018 Board of Trustees Meeting**

C100 Move

The relocation to the C100 building is now underway with staff and students working on final preparations. ASG is thankful to the IVC administration for affording us this additional space to continue student life and equity's expansion. Final refurbishments and thoughtful organization puts us on course for our scheduled opening in the fall.

SPAC and IVC Foundation Retreats

Additionally, I am eagerly anticipating the beginning of my correspondence between Strategic Planning and Accreditation Council (SPAC) and the IVC Foundation this summer. I look forward to the upcoming retreats (SPAC on Wednesday July 11, 2018 and Foundation on Friday July 27, 2018) furthering of effective cooperation with ASG of IVC.

Budget Reconciliations

We are also hoping to introduce more comprehensive guidelines for ASG's budget allocation process by implementing an orientation to departments who receive ASIVC fund. This will remind them of the limitations of ASIVC funding and guidelines for spending. This will also ensure departments spend their allocations properly. I will be working to help introduce more specific by-laws for proper drawing and reporting of funds intended for their specific purpose.

ASG Summer Training

We are also coordinating our agendas for the summer's later ASG leadership training in August. Our returning student leaders have had trainings in cultural competency modules, and goal setting. ASG looks forward to participating in another fruitful year, we plan on setting agendas to align with new initiatives and encouraging connection between members both old and new.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:
Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright
Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

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