



Meeting of the Board of Trustees

August 27, 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. Faculty Association (FA)

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

B. Classified School Employees Association (CSEA)

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

C. Police Officers Association (POA)

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

1.5 Conference with Real Property Negotiators (GC Section 54956.8)

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

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

ReNew at the Shops.

Negotiating Parties: FPA4 Promenade, LLC

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

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

2.3 Pledge of Allegiance

Led by Trustee T.J. Prendergast

2.4 Public Comments

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

3.0 REPORTS

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

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

4.0 DISCUSSION ITEMS

4.1 None

5.0 **CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of Regular Meeting held on July 30, 2018. (Exhibit A)
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.3 **SOCCCD: Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A Projects, DSA Inspection Services, TYR, Inc.**
Approve the TYR, Inc. agreement for DSA Inspection Services for the Irvine Valley College, Health Center – Concession and New Parking Lot Phase 1A projects, for a not to exceed amount of \$186,660.
- 5.4 **SOCCCD: Irvine Valley College Site Work for DSPS Portable Project, Notice of Completion, Amtek Construction.**
Authorize filing the Notice of Completion for the Irvine Valley College Site Work for DSPS Portable project to Amtek Construction, for a final contract amount of \$85,333.
- 5.5 **SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.**
Approve 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.
- 5.6 **SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Irvine Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.**
Approve 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.
- 5.7 **SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Tustin Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020.**
Approve 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.

- 5.8 **SOCCCD: Cooperative Work Experience (CWEE) Plan**
Approve the proposed SOCCCD CWEE Plan prepared by the colleges.
- 5.9 **Saddleback College: Revised Curriculum for the 2018-19 and 2019-20 Academic Years**
Approve the proposed curriculum changes for the 2018-19 and 2019-20 academic years at Saddleback College.
- 5.10 **Saddleback College and Irvine Valley College: Accreditation Follow-up Reports**
Accept for review and study the Accreditation Follow-up Reports prepared by the colleges.
- 5.11 **SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus.**
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and to donate, recycle or dispose of items not sold at the auction.
- 5.12 **SOCCCD: Transfer of Budget Appropriations.**
Ratify the transfer of budget appropriations as listed.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No. 18-21 to Amend FY 2017-2018 Adopted Budget.**
Adopt Resolution No. 18-21 to amend the FY 2017-2018 Adopted Budget.
- 5.14 **SOCCCD: July 2018 Change Orders/Amendments.**
Ratify the change orders and amendments as listed.
- 5.15 **SOCCCD: Purchase Orders and Checks.**
Ratify the purchase orders and checks as listed.
- 5.16 **SOCCCD: July – 2018 Contracts.**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Energy Services Public Hearing.**
Open a public hearing and invite members of the public to present their comments with regard to Energy Service Contract.
- 6.2 **SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Adopt Resolution No. 18-19, Authorizing Entering into an Energy Service Contract.** Adopt Resolution No. 18-19 to authorize entering into an Energy Service Contract, for the Irvine Valley College Prop 39 Clean Energy project.

- 6.3 **SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Award of Energy Services Contract, Amtek Construction.**
Approve the Energy Services agreement with Amtek Construction, for the Irvine Valley College Prop 39 Clean Energy project, for a contract total of \$600,932.
- 6.4 **SOCCCD: Final Budget for FY 2018-2019**
Approve the FY 2018-2019 Adopted Budget as presented.
- 6.5 **SOCCCD: ASG Student Government Budgets for FY 2018-2019.**
Approve the FY 2018-2019 Adopted Student Government Budgets as presented.
- 6.6 **SOCCCD: Agreements for Technology and Related Services, Synergy Software Solutions, Inc. and Nimble Consulting.**
Approve the agreements for technology and related services with Synergy Software Solutions, Inc. for a contract value not to exceed \$215,712 per year and Nimble Consulting for a contract value not to exceed \$274,176 per year for a contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.
- 6.7 **SOCCCD: Adopt Resolution No. 18-20, Agreements for Technology and Related Services, with Redisq Technologies, JB Technology Consulting LLC, and i3 Solutions.**
Adopt Resolution No. 18-20 and enter into agreements for technology and related services with Redisq Technologies for a contract value not to exceed \$165,312 per year, JB Technology Consulting, LLC for a contract value not to exceed \$185,472 per year and i3 Solutions for a contract value of not to exceed \$177,408 per year for the contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.
- 6.8 **SOCCCD: Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A Projects, Construction Management Services, Gafcon, Inc.**
Approve the Construction Management Services agreement with Gafcon, Inc., for the Irvine Valley College Health Center – Concession project and Irvine Valley College New Parking Lot Phase 1A project, in the amount of \$438,336.
- 6.9 **SOCCCD: Saddleback College Access Control Project, Phase 1 & 2, DSA Inspection Services, BPI Inspection Services.**
Approve the DSA Inspection Services agreement with BPI Inspection Services for the Saddleback College Access Control project, Phase 1 & 2, for a not to exceed amount of \$300,000.
- 6.10 **SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Agreement, McCarthy**

Building Companies, Inc.

Approve the Design-Build Agreement with McCarthy Building Companies, Inc. for the Saddleback College ATAS Building project, for a total contract amount of \$48,887,045.

6.11 SOCCCD: Irvine Valley College Health Center – Concession Project and the New Parking Lot Phase 1A Project, Award of Bid No. 350, P. H. Hagopian Contractor, Inc.

Approve award Bid No. 350, Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A projects and approve the agreement with P. H. Hagopian Contractor, Inc., in the amount of \$7,490,770.

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Request to Rescind Reduced Contract Request Leave, Resignation/Retirement/Conclusion of Employment.

6.13 SOCCCD: Faculty Conversion to Canvas One-Time Stipends

Ratify Academic Employee Personnel Actions.

6.14 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Eliminate A Classified Position and/or Position Number, 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, etc., Resignation/Retirement/Conclusion of Employment, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedule.

6.15 SOCCCD: SOCCCD: Adjustment to the Integrated Salary Schedule for District Administrators and Managers

Approve the increases to the Administrators and Classified Managers salary schedule for 2018 – 2021.

6.16 SOCCCD: CSEA Salary Schedule (2018-2019)

Approve the increases to the CSEA salary schedule for 2018 – 2019.

7.0 REPORTS

7.1 Saddleback College and Irvine Valley College: Speakers

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

- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.3 **SOCCCD: Facilities Plan Status Report.**
Status of current construction projects.
- 7.4 **SOCCCD: Monthly Financial Status Report.**
The reports display the adopted budget, revised budget and transactions through June 30, 2018
- 7.5 **SOCCCD: Quarterly Investment Report.**
Report for period June 30, 2018
- 7.6 **SOCCCD: Quarterly Financial Status Report.**
Report for period June 30, 2018
- 7.7 **SOCCCD: Basic Aid.**
Report for period ending June 30, 2018.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund.**
Report for period ending June 30, 2018
- 7.9 **SOCCCD: Pension Stabilization Trust Fund.**
Report for period ending June 30, 2018

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

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

Minutes from:

July 30, 2018 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
July 30, 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
James R. Wright, Member
Evelyn Hoang, Student Member

Administrative Officers:

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

ABSENT

Terri Whitt, Member
Jim Buysse, Interim President Saddleback College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 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
- 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](#)

On a 6 to 0 vote, with Trustee Whitt absent, the board approved a settlement agreement in the amount of \$25,000 to a full-time faculty member at Saddleback College.

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.

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)

ASIVC Written Report

E. Board Request(s) for Reports

Trustee Jay requested a board report on how staff positions at both college foundations are funded.

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

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.

Item 4.1
Exhibit A

[PowerPoint Presentation](#)

Dr. Angel Hernandez, Irvine Valley College Counselor and Basic Skills Coordinator and Dr. Jennifer Klein, Saddleback College Director of Planning, Research and Accreditation, presented an overview of SOCCCD Implementation Plan for AB 705.

- [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.](#)

[Item 4.2](#)
[Exhibit A](#)
[PowerPoint Presentation](#)

Traci Fahimi, Dean, Social and Behavioral Sciences, Business Sciences presented information on Early College and Dual Enrollment at Irvine Valley College.

[5.0](#) [CONSENT CALENDAR ITEMS](#)

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

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

- 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.

[Item 5.1](#)
[Exhibits A-B](#)

- 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.

[Item 5.2](#)
[Exhibits A-B](#)

- 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.

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

- 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.

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

- 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.

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

- 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.

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

- 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.

[Item 5.7](#)

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

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

- 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.

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

- 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.

[Item 5.10](#)
[Exhibit A](#)

- 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.

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

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

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

- 5.13 SOCCCD: June 2018 Change Orders/ Amendments
Ratify the change orders and amendments as listed.

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

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

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

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

[Item 5.15](#)
[Exhibit A](#)

[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.](#)

[Item 6.1](#)

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

- 6.2 [SOCCCD: Board Member Compensation](#)

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

Item 6.2

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

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.

Item 6.3
Exhibit A

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

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.

Item 6.4
Exhibit A

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

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.

Item 6.5
Exhibit A

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

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.

Item 6.6
Exhibit A

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

- 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.

Item 6.7
Exhibit A

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

- 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.

Item 6.8
Exhibit A

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

- 6.9 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.

Item 6.9
Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was accepted for review and study on a 6 - 0 vote with Trustee Whitt absent.

- 6.10 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.

Item 6.10
Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Wright, this item was accepted for review and study on a 6 - 0 vote with Trustee Whitt absent.

- 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.

Item 6.11
Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was accepted for review and study on a 6 - 0 vote with Trustee Whitt absent.

- 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.

Item 6.12
Exhibit A

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

- 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.

Item 6.13
Exhibit A

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

- 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.

Item 6.14
Exhibits A-B

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

- 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.

Item 6.15
Exhibits A-B

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

- 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.

Item 6.16
Exhibit A

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

- 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.

Item 6.17
Exhibit A

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

- 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 Envisé, 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 Envisé, Inc. in the amount of \$90,135 for repairs.

Item 6.18
Exhibit A

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

- 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.

Item 6.19
Exhibit A

Exhibit A, page 1 of 1, was revised. A replacement page was submitted at the board meeting and has been included as part of the agenda.

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

- 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.

Item 6.20
Exhibit A

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

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.

Item 6.21
Exhibit A

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

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

Item 6.22
Exhibit A

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

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.

Item 6.23
Exhibits A-B

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

7.0 REPORTS

7.1 Saddleback College and Irvine Valley College: Guided Pathways Initiative

- Item 7.1
Exhibit A
- 7.2 Saddleback College and Irvine Valley College: Speakers
A listing of speakers for events and/or classes at Saddleback College and
Irvine Valley College
- Item 7.2
Exhibit A
- 7.3 SOCCCD: Staff Response to Public Comments from Previous Board
Meeting
None
- Item 7.3
- 7.4 SOCCCD: Facilities Plan Status Report
Status of current construction projects.
- Item 7.4
Exhibit A
- 7.5 Retiree (OPEB) Trust Fund.
Report for period ending May 31, 2018.
- Item 7.5
Exhibit A

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

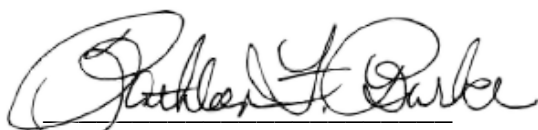
- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Vice Chancellor, Technology and Learning Services
- E. Vice Chancellor, Human Resources
- F. Vice Chancellor, Business Services
- G. Irvine Valley College Classified Senate
- H. California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

J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:34 p.m. in memory of Board President, Tim Jemal's mother, Mrs. Lily May Jemal, who passed away on July 23.

A handwritten signature in black ink, appearing to read "Kathleen F. Burke". The signature is written in a cursive, flowing style with a large initial 'K'.

Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2019-2020 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

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

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

**Current
Political Science Associate in Arts**

ECON 20	Introductory Economics	3
HIST 10	Western Civilization: Beginnings to the Reformation	3
HIST 11	The West and the World Since the Renaissance	3
HIST 20	American History Through the Civil War	3
HIST 21	American History Since the Civil War	3
MATH 10	Introduction to Statistics	3
PHIL 2	Introduction to Ethics	3
PS 21	Model United Nations	3

Total 21

Since exposure to other political systems and ideas is vital in this increasingly interdependent world, students of all interests and backgrounds will find political science courses relevant and of value. The political science curriculum includes both required and elective courses appropriate for a general liberal arts education and for the major in political science. The core course, American Government, meets the general education requirement in American Institutions and lays abroad analytical framework that may be employed in examining political issues. Other courses in the curriculum meet general education requirements in the social sciences. Most social, economic and moral issues have political implications; and governmental policy affects most aspects of daily life. Political science is an excellent liberal arts major for students interested in learning how groups of people govern themselves; how policies are made; and how we can improve our government policies at the local, state, national, and international levels. Those interested in American politics, international affairs, critical issues such as civil rights, health care, the environment and the deficit should consider this course of study. ~~A political science major provides a solid foundation for jobs in almost any field, from business to law to research.~~

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Political Science students will be able to:

- Identify the institutions, players and processes in both American national and state government.
- Understand the importance of citizenship and political participation.
- Analyze the exercise of power in formal governmental institutions and non-governmental institutions.
- Differentiate and classify political systems, their historical context and development, and the social and economic systems with which they interact.
- Compare the U.S. political systems to the political systems of European, Asian, African, Latin American, and Middle Eastern states.
- Describe the political and economic relations among states and the transnational relations practiced by people, organizations, and institutions

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
------------------	--------------	--------------

Required Core Courses

Complete the following:

PS 1	American Government	3
PS 3	California Government and Politics	3
PS 4	Introduction to Political Science	3
PS 5	Political Philosophy	3
PS 12	Comparative Politics	3
PS 14	International Relations	3

~~Required Options~~ *Regional Studies*

Complete one of the following courses:

PS 6	Politics and Government of the Middle East	3
PS 7	The Politics of Communist and Post-Communist States	3
PS 17	Latin American Politics and Government	3
PS 41	The History of East Asia Since 1800	3

Recommended Electives:

PS 167	Cooperative Work Experience- Political Science	1
PS 167	Cooperative Work Experience- Political Science	2
PS 167	Cooperative Work Experience- Political Science	3
PS 167	Cooperative Work Experience- Political Science	4
ECON 1	Principles of Economics-Micro	3
ECON 2	Principles of Economics-Macro	3

See next page

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

**Revised
Political Science Associate in Arts**

Since exposure to other political systems and ideas is vital in this increasingly interdependent world, students of all interests and backgrounds will find political science courses relevant and of value. The political science curriculum includes both required and elective courses appropriate for a general liberal arts education and for the major in political science. The core course, American Government, meets the general education requirement in American Institutions and lays a broad analytical framework that may be employed in examining political issues. Other courses in the curriculum meet general education requirements in the social sciences. Most social, economic and moral issues have political implications; and governmental policy affects most aspects of daily life. Political science is an excellent liberal arts major for students interested in learning how groups of people govern themselves; how policies are made; and how we can improve our government policies at the local, state, national, and international levels. Those interested in American politics, international affairs, critical issues such as civil rights, health care, the environment and the deficit should consider this course of study.

Program Student Learning Outcomes

Upon completion of the Associate in Arts in Political Science students will be able to:

- Identify the institutions, players and processes in both American national and state government.
- Understand the importance of citizenship and political participation.
- Analyze the exercise of power in formal governmental institutions and non-governmental institutions.
- Differentiate and classify political systems, their historical context and development, and the social and economic systems with which they interact.
- Compare the U.S. political systems to the political systems of European, Asian, African, Latin American, and Middle Eastern states.
- Describe the political and economic relations among states and the transnational relations practiced by people, organizations, and institutions

PS 167	Cooperative Work Experience- Political Science	4
ECON 1	Principles of Economics-Micro	3
OR		
ECON 1H	Principles of Economics-Micro Honors	3
ECON 2	Principles of Economics-Macro	3
OR		
ECON 2H	Principles of Economics-Macro Honors	3
ECON 10	Statistics for Business and Economics	3
OR		
ECON 10H	Statistics for Business and Economics Honors	3
ECON 20	Introductory Economics	3
OR		
ECON 20H	Introductory Economics Honors	3
HIST 10	Western Civilization: Beginnings to the Reformation	3
HIST 11	The West and the World Since the Renaissance	3
HIST 20	American History Through the Civil War	3
HIST 21	American History Since the Civil War	3
MATH 10	Introduction to Statistics	3
PHIL 2	Introduction to Ethics	3
PS 21	Model United Nations	3
PSYC 10	Statistical Methods in the Behavioral Sciences	3
OR		
PSYC 10H	Statistical Methods in the Behavioral Sciences Honors	3
MGT 10	Statistics for Business and Economics	3
OR		
MGT 10H	Statistics for Business and Economics Honors	3

Course ID	Title	Units	Total	21
-----------	-------	-------	-------	----

Required Core Courses

Complete the following:

PS 1	American Government	3
OR		
PS 1H	American Government Honors	3
PS 3	California Government and Politics	3
PS 4	Introduction to Political Science	3
PS 5	Political Philosophy	3
PS 12	Comparative Politics	3
OR		
PS 12H	Comparative Politics Honors	3
PS 14	International Relations	3

Regional Studies

Complete one of the following courses:

PS 6	Politics and Government of the Middle East	3
PS 7	The Politics of Communist and Post-Communist States	3
PS 17	Latin American Politics and Government	3
PS 41	The History of East Asia Since 1800	3

Recommended Electives:

PS 167	Cooperative Work Experience- Political Science	1
PS 167	Cooperative Work Experience- Political Science	2
PS 167	Cooperative Work Experience- Political Science	3

Bold = Additions

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A Projects, DSA Inspection Services, TYR, Inc.

ACTION: Approval

BACKGROUND

On June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$7,500,000 for the Irvine Valley College Health Center – Concession project. On June 23, 2014, June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$8,788,000 for the Irvine Valley College New Parking Lot Phase 1A project.

There is a need to obtain DSA Inspection Services for these projects.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing 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 DSA Inspection Services. 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. On June 6, 2018, four firms were interviewed. Criteria for selection includes: experience with similar community college projects, acting as liaison with the DSA Field Engineer, number of years performing services, commitment to seeing projects through to completion and the assurance that fees are fair and reasonable. Staff recommends award of the DSA Inspection Services agreement (EXHIBIT B) to TYR, Inc. for the Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A projects, for a not to exceed amount of \$186,660.

Basic aid funds are available in the approved project budgets for these projects.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the TYR, Inc. agreement (EXHIBIT B) for DSA Inspection Services for the Irvine Valley College, Health Center – Concession and New Parking Lot Phase 1A projects, for a not to exceed amount of \$186,660.

**Request for Qualifications & Proposals No. 362D
Irvine Valley College Health – Center Concession and
New Parking Lot Phase 1A Projects
DSA Inspection Services**

South Orange County Community College District

August 27, 2018

COMPANY/ INSPECTOR	CITY	SUBMITTER'S NAME	INSPECTOR RATING	HOURLY/OVER TIME RATES
¹ BPI Inspection Services/Michael Cookman	Los Angeles, CA	Bob Payinda	386	\$85/\$127
^{1, 2} TYR, Inc./Ted Lamareux	Long Beach, CA	Youssef Sobhi	364	\$85/\$85
¹ Knowland Construction Services/Jim Burlew	Rancho Palo Verde, CA	Christopher Knowland	354	\$88/\$132
¹ TYR, Inc./Michael Agib	Long Beach, CA	Youssef Sobhi	323	\$85/\$85
¹ Knowland Construction Services/Rick Brown	Rancho Palo Verde, CA	Christopher Knowland	247	\$88/\$132

¹Firms Interviewed

²Recommended Firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DSA INSPECTION SERVICES AGREEMENT HEALTH CENTER – CONCESSION BUILDING AND NEW PARKING LOT PHASE 1A PROJECTS IRVINE VALLEY COLLEGE TYR, Inc.

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 TYR, Inc., 796 Wonder Lane, Costa Mesa, CA 92627, 949-524-3020, 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 DSA Inspection Services for Irvine Valley College Health Center – Concession Building and New Parking Lot Phase 1A projects, 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. CONSULTANT assignment for this PROJECT is for one project executive/project manager and one DSA Inspector, Class 1. The CONSULTANT shall designate Youssef Sobhi, as Project Executive, and Ted Lamoureux as DSA Inspector, Class 1. So long

as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of 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 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.
- 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 the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. 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 PROJECT design or the Design Documents for the PROJECT, 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 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.

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 PROJECT.
- 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. **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 plans and specifications.
- c. CONSULTANT recognizes the scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.

2.6. **Preparation for Entering Construction Phase.**

- a. 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 PROJECT.
- b. Constructability Review. Participate in the constructability review of PROJECT documents with contracting firm, DISTRICT, and College representatives.
- c. Inspection Plan. Prior to commencement of work, CONSULTANT will cooperate with the DISTRICT, the Resident Inspector and the Construction Manager to develop an inspection plan for the construction of the PROJECT.
- d. 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 PROJECT construction.

2.7. **Construction Phase.** The CONSULTANT'S services shall include but not be limited to the following tasks:

- a. 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.
- b. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
- c. Maintain liaison with the Resident Inspector, A/E, Construction Manager, Testing Lab, Special Inspections Lab, DISTRICT and other regulatory agencies and governing bodies as necessary to maintain PROJECT continuity.
 - 1. Weekly, provide an ongoing and updated log of all RFI's and approved submittals
 - 2. Provide electronic copy of all inspection requests
 - i. Inspection requests shall be reviewed for conformance and signed according to project requirements
 - ii. Submittal and notice must conform to project requirements
 - iii. 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.

- iv. 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.
3. Complete DSA 156 and discuss during weekly progress meetings
- d. Submit, on a daily basis, an activity report to the Construction Manager and Resident Inspector, including the following information:
 1. Activities performed by the Contractors, and areas where work is performed.
 2. Staffing assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction and clarifications of the work given to the Contractor.
 8. Inspection by representatives of regulatory agencies.
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List visitors to the site, titles, and reasons for visit.
 11. 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.
 12. 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.
- e. 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.
 1. 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.
 2. Shop Drawings do not supersede DSA approved construction documents. If discrepancy, corrective action must be required.

3. Deviation notices, Correction notices and CCD items will be tracked and shared during construction progress meetings.
 4. 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.
 5. The project inspection card, DSA 152 will be signed off as approved sequence occurs.
 6. CCD A work may not be signed until after DSA approval.
- f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.
 - k. Review the Contractor's Payment Requests at billing meetings.
 - l. 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.
 - m. Assist the DISTRICT in the review of Contractor's Submittals.
 - n. At completion of PROJECT, deliver all inspection records and PROJECT correspondence to the DISTRICT.
 - o. 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.
- p. CONSULTANT will be required to have an understanding of all associated IR'S and advise Resident Inspector/DISTRICT whenever conflict might arise.

2.8. 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.

- 2.9. **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 Construction Schedule.
- 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 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 construction time frame is anticipated for fourteen (14) months with a completion date of October 31, 2019. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or upon DSA close out.
- 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 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 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:
- | | | |
|----|---|------------------|
| a. | Preparation for Entering Construction Phase | \$ 6,460 |
| b. | Construction Phase | \$172,720 |
| c. | Post-Construction Phase (Close Out) and Procedure 5 | \$ 7,480 |
| d. | Reimbursable Cost | \$ <u>0</u> |
| | TOTAL | \$186,660 |
- 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. Services are to be invoiced in equal monthly amounts of for Construction Phase assuming anticipated construction duration.

- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** N/A
- 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 the Architect or any Contractor.
- 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.** 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 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.
- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.

- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 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 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:

Mark Schoeppner, Construction Manager

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall 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. 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 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 if greater than \$10,000. 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
Mark Schoeppner
Construction Manager
South Orange County

CONSULTANT
Youssef Sobhi
President
TYR, Inc.

Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mschoeppner@socccd.edu

796 Wonder Lane
Costa Mesa, CA 92627
ysobhi@tyrior.com

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

- 11.14. **Severability**. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire AGREEMENT/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding AGREEMENT**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
- 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 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 contract to the Architect or DISTRICT.
 - d. **Architect**. The Architect is IBI Group. References to the Architect include IBI Group 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 PROJECT.

- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. 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 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

DISTRICT

TYR, Inc.

South Orange County Community College District

Youssef Sobhi
President

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(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 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.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Class 1 DSA Inspector	\$85.00

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Site Work for DSPS Portable Project, Notice of Completion, Amtek Construction

ACTION: Approval

BACKGROUND

On March 26, 2018, the Board of Trustees approved an agreement with Amtek Construction for the Irvine Valley College Site Work for DSPS Portable 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 Site Work for DSPS Portable project.

Funds were used through the Irvine Valley College general fund and redevelopment funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A), for the Irvine Valley College Site Work for DSPS Portable 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: 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: SITE WORK FOR DSPS PORTABLE PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 4th day of April 2018, which contract was made with Amtek Construction, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 27th day of August 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 _____
Ann-Marie Gabel
Vice Chancellor, Business Services

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

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

ACTION: Approval

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 (IVC) 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 which were submitted to the Board for review and study on July 30, 2018.

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 approve 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.

_____	_____
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	Date

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) - Irvine Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020

ACTION: Approval

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 which were submitted to the Board for review and study on July 30, 2018.

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 approve 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.

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

**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) - Tustin Unified School District, College and Career Access Pathways Partnership Agreement, 2018-2020

ACTION: Approval

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- TUSD 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 which were submitted to the Board for review and study on July 30, 2018.

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 approve 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.

_____	_____
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	Date

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: Renewal and Update of District-wide Cooperative Work Experience Education Plan

ACTION: Approval

BACKGROUND

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

STATUS

Educational administrators at Saddleback College and Irvine Valley College coordinated the development of an updated district-wide CWEE Plan (EXHIBIT A). New provisions expand CWEE to include the addition of general work experience and allow the colleges to offer work experience for Minor Students, Work Experience Programs for Students with Developmental Disabilities, and Work Experience Education Involving Apprenticeship Occupations. The updated plan was submitted for review and study at the meeting of the Board of Trustees on June 25, 2018.

RECOMMENDATION

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

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

**PART I CONTACT
INFORMATION**

DISTRICT/College(s)

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

Irvine Valley College	Saddleback College	

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

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

Name: Dr Robert Bramucci

Title: Vice Chancellor|Technology & Learning Services

District: South Orange County Community College District

Email: rbramucci@socccd.edu

Phone: (949)582-4960

**California Community College District
Cooperative Work Experience Education Plan****PART II
RESPONSES TO PLAN REQUIREMENTS**

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

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

Date plan approved by local board: 8/27/18 (Please also attach Board minutes or other documentation.)

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

n/a

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

(2) Specific description of (§55251):

(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements

District Services. (§55255).

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

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

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

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

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

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

☒ District will comply with these requirements.

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

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

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

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

(a) District responsibilities

Background: Title 5 criteria and requirements

Records. (§55256).

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

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

☒ District will comply with these requirements.

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

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

n/a

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

(b) Student responsibilities (§55251):

Background: Title 5 criteria and requirements

Student Qualifications. (§55254).

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

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

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

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

California Community College District Cooperative Work Experience Education Plan

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

Records. (§55256).

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

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

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

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

☒ District will comply with these requirements.

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

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

n/a

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

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

n/a

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

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

Types of Cooperative Work Experience Education (§55252)

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

Check all that will be offered at the district:

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

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

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

(a) *Provide guidance services* (§55251):

Describe the specifics on how district will achieve this requirement.

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

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

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

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

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

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

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

Describe the specifics on how district will achieve this requirement.

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

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

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

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

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

Background: Title 5 criteria and requirements

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

Work Experience Outside of District. (§55250.6).

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

Wages and Workers' Compensation. (§55250.7).

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

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

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

Describe the specifics on how district will achieve this requirement.

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

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

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

Describe the specifics on how district will achieve this requirement.

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

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

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

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

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

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

Describe the specifics on how district will achieve this requirement.

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

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

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

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

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

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

Describe the specifics on how district will achieve this requirement.

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

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

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

Background: Title 5 criteria and requirements

Work Experience Credit. (§55255.5).

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

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

(1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

(2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

☒ District will comply with these requirements.

Comments on basis for awarding grade and credit, if any.

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

n/a

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

Irvine Valley College and Saddleback College provide sufficient clerical and support staff to meet the objectives of the District Cooperative Work Experience Education Plan.

All Cooperative Work Experience students are entitled to full use of the instructional and student services provided to the students at Irvine Valley College or Saddleback College.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

☒ Yes

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revised Curriculum for the 2018-2019 and 2019-2020 Academic Years

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2018-19 and 2019-20 academic years. Exhibit A includes revised and deleted courses and Exhibit B includes revised programs for academic year 2018-19; Exhibit C includes revised courses for academic year 2019-20. 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 and B and the proposed curriculum changes for the 2019-20 academic year as listed in Exhibit 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
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	COS 410A	405076.00	COSMO FRESH-LEVEL 1	dc
ATAS	COS 410B	405077.00	COSMO INTERMED-LEVL 2	dc
ATAS	COS 410C	405078.00	COSMO ADV-LEVEL 3	dc
ATAS	COS 410D	405079.00	COSMO SENIOR-LEVEL 4	dc
ATAS	GD 2	992775.00	HIST OF GRAPHIC DES	pcs fr not program applicable to <u>program applicable</u>
FAMT	SP 1	806010.05	COMMUNICATION FUND	SLOs
FAMT	SP 2	806040.00	PERSUASION	SLOs
FAMT	SP 3	806060.00	ARGUMENTATION/DEBATE	SLOs
FAMT	SP 5	806180.05	INTERPERSONAL COMM	SLOs
FAMT	SP 30	806140.05	INTRO. ORAL INTERPRET.	SLOs

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2018-2019

Exhibit A
Page 2 of 2

FAMT	SP 106	806090.05	FORENSICS ACTIVITY	SLOs
FAMT	SP 106	806090.10	FORENSICS ACTIVITY	SLOs
FAMT	SP 106	806090.25	FORENSICS ACTIVITY	SLOs

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Studio Arts
Associate in Arts for Transfer

The Associate in Arts in Studio Arts for Transfer degree is designed for students who plan to earn a Bachelor of Arts in Art at a California State University institution. The core courses required in this program provide students with a foundation of knowledge to pursue advance study in a variety of programs including General Studio, Ceramics, Crafts, Drawing, Painting, Entertainment Art, Animation, Graphic Design, Illustration, Sculpture, Printmaking and other similar majors of concentration. The Associate in Arts in Studio Arts for Transfer ~~will~~ prepare ~~the~~ student for transfer to a four year ~~University~~ and guarantee admission to the CSU system, though it will not guarantee admission to a particular campus. 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:

- ~~• Be prepared for transfer in art history and/or studio art by offering articulated courses, and courses that serve as prerequisites for admission in the UC system, the CSU system and private institutions.~~
- ~~Be prepared for~~ employment in the field of art through experience in the studio arts, exhibition design, and art history. ~~Students develop practical skills that translate into a higher level of qualification for employment in the areas of illustration, animation, web design, graphic design, architecture, art education, fashion, interior design, museum studies, art sales, and many other areas.~~
- ~~• Demonstrate skills to pursue lifelong learning in the areas of art history and studio arts.~~

Required Core:

ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ART 40	2-D Foundations	3
ART 41*	Three-Dimensional Design	3
ART 80	Drawing I	3

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

ARTH 22	Survey of Asian Art (India, China, Japan, and Korea)	3
ARTH 23	African and Oceanic Art	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 29	Introduction to World Art	3

Group B: Select three courses from three areas below (9 units)

Drawing

ART 85*	Drawing from the Live Model I	3
or		
ART 81*	Drawing II	3

Painting

ART 50*	Painting – I	3
---------	--------------	---

Printmaking

ART 60*	Intaglio (Etching) and Relief I	3
---------	---------------------------------	---

Ceramics

ART 9*	Ceramics Fundamentals	3
-------------------	----------------------------------	--------------

Sculpture

ART 70	Fundamentals of Sculpture	3
--------	---------------------------	---

Color

ART 42*	Color Theory and Practice	3
---------	---------------------------	---

Total Units for the Major 24

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

Revised
Studio Arts
Associate in Arts for Transfer

The Associate in Arts in Studio Arts for Transfer degree is designed for students who plan to earn a Bachelor of Arts in Art at a California State University institution. The core courses required in this program provide students with a foundation of knowledge to pursue advance study in a variety of programs including General Studio, Ceramics, Crafts, Drawing, Painting, Entertainment Art, Animation, Graphic Design, Illustration, Sculpture, Printmaking and other similar majors of concentration.

The Associate in Arts in Studio Arts for Transfer prepares students for transfer to a four-year university and guarantees admission to the CSU system, though it will not guarantee admission to a particular campus. 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:

- Develop a portfolio for transfer into studio arts programs in the UC system, the CSU system and private institutions.
- Demonstrate employment readiness in the field of art through experience in the studio arts, exhibition design and art history which develop life skills & critical thinking through the creative process of researching and interpreting valid information, formulating socially engaging content, utilizing divergent thinking and engaging in reflective and active analytical or evaluative thinking.
- Develop both soft and practical skills that translate into a higher level of qualification for employment in the areas of art education, museum studies, art exhibition & sales, public art, creative entrepreneurship, illustration, animation, graphic design, architecture, fashion, interior design.
- Synthesize the collaborative nature of Science, Technology, Engineering, Art & Mathematics by experiencing the tools and methods of design through creative problem solving and innovative design practices.

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 (CSU GE-Breadth).
 - 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.

Required Core:

ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ART 40	2-D Foundations	3
ART 41*	Three-Dimensional Design	3
ART 80	Drawing I	3

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

ARTH 22	Survey of Asian Art (India, China, Japan, and Korea)	3
ARTH 23	African, Oceanic and Ancient North American Art	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

ARTH 29	Introduction to World Art	3
Group B: Select three courses from three areas below (9 units)		
Drawing		
ART 85*	Drawing from the Live Model I	3
or		
ART 81*	Drawing II	3
Painting		
ART 50*	Painting – I	3
ART 51*	Painting - II	3
ART 52*	Painting – III	3
Printmaking		
ART 60*	Intaglio (Etching) and Relief I	3
ART 61*	Intaglio (Etching) and Relief II	3
ART 62*	Intaglio (Etching) and Relief III	3
Ceramics		
ART 10*	Ceramics – Handbuilding I	3
ART 11*	Ceramics – Wheel I	3
Sculpture		
ART 70	Fundamentals of Sculpture	3
ART 71*	Additive Sculpture	3
ART 72*	Subtractive Sculpture	3
ART 175*	Metal Casting	3
Photography		
PHOT 50	Digital Photography I	3
Color		
ART 42*	Color Theory and Practice	3
Total Units for the Major		24

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Exhibit B
Page 3 of 13

Current
English as a Second Language
Beginning Level Completion
Certificate of Completion

~~The beginning level multiskills courses leading to a certificate prepare students for the next level by working on all four language skills, including reading, writing, speaking, and listening. Students acquire a practical communicative vocabulary, rudimentary skills in conversation, composition, and comprehension as well as an introduction to the American sound system.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

<i>Course ID</i>	<i>Title</i>	<i>Hours</i>
<i>Required Courses:</i>		
ESL 320	Beginning Multiskills I	99.6
ESL 321*	Beginning Multiskills II	99.6
ESL 322	Beginning Conversation	49.8
ESL 323*	Beginning Pronunciation	33.2
ESL 325	Beginning Reading and Writing	<u>49.8</u>
Total Hours for the Certificate:		332

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

Revised
English as a Second Language – Beginning Level
Certificate of Competency

The Certificate of Competency for English as a Second Language – Beginning Level is designed for students to demonstrate basic English language skills. Emphasis is on participating in simple conversations, expanding vocabulary, reading authentic and simplified texts, and writing grammatically correct sentences within basic paragraphs.

The beginning level courses leading to a certificate will prepare students for intermediate levels of English language study by working on all four primary language skills: reading, writing, speaking, and listening. Students will acquire practical communicative vocabulary, rudimentary skills in conversation, composition, and comprehension as well as an introduction to the American sound system. While completion of this certificate will allow for greater civic involvement and potential job advancement, completion of this certificate alone is insufficient preparation for college-level certificates and degree-applicable coursework.

Beginning students are placed within the following sequence of foundation courses, according to their English abilities and may test out of up to two courses. Courses may be offered days, evenings, and weekends during fall, spring and summer. There are no prerequisite skills or enrollment limitations although there is recommended preparation for some courses.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

<i>Course ID</i>	<i>Title</i>	<i>Hours</i>
<i>Required Courses:</i>		
ESL 320	Beginning Multiskills I	99.6
<i>Or</i>		
ESL 321*	Beginning Multiskills II	99.6
ESL 322	Beginning Conversation	49.8
ESL 323	Beginning Pronunciation	49.8
ESL 325*	Beginning Reading and Writing	<u>49.8</u>
Total Hours for the Certificate:		99.6-249

Students must earn a grade of P (Pass) in the non-credit sections of these classes.

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

Recommended preparation for ESL 321 and ESL 325 is ESL 320.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
English as a Second Language
Intermediate Level Pre College Completion
Certificate of Completion

~~The intermediate level multiskills courses leading to a certificate prepare students for the next level by working on all four language skills, including reading, writing, speaking, and listening while acquiring a practical communicative vocabulary of approximately 1400-1800 words. Additionally students complete specialized courses designed to further develop skills in conversation, composition and comprehension as well as focus on intonation and sounds of American English.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

Course ID	Title	Hours
<u>Required Courses:</u>		
ESL 330*	Intermediate Multiskills I	99.6
ESL 331*	Intermediate Multiskills II	99.6
ESL 332*	Intermediate Conversation	49.8
ESL 333*	Intermediate Pronunciation	33.2
ESL 335*	Intermediate Reading and Writing	<u>49.8</u>
Or		
ESL 336*	Intermediate Writing II	49.8
And		
ESL 801*	Intermediate Writing II Lab	<u>16.6</u>
Total Hours for the Certificate:		348.6365.20

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

Revised
English as a Second Language
Intermediate Level Certificate of Competency

The Certificate of Competency for English as a Second Language – Intermediate Level is designed for students to demonstrate intermediate English language skills. Emphasis is on participating in intermediate-level conversations, expanding vocabulary, reading authentic and simplified texts, and writing grammatically correct sentences within single and multi-paragraph compositions.

The intermediate level courses leading to a certificate will prepare students for advanced levels of English language study by working on all four primary language skills, including reading, writing, speaking, and listening. Students will expand communicative and academic vocabulary, conversational skills, composition, and comprehension. While completion of this certificate will allow for greater civic involvement and potential job advancement, completion of this certificate alone is insufficient preparation for college-level certificates and degree-applicable coursework.

Intermediate students are placed within the following sequence of foundation courses, according to their English abilities and may test out of up to two courses. Courses may be offered days, evenings, and weekends during fall, spring and summer. There is recommended preparation for intermediate courses.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

Course ID	Title	Hours
<u>Required Courses:</u>		
ESL 330*	Intermediate Multiskills I	99.6
<u>Or</u>		
ESL 331*	Intermediate Multiskills II	99.6
ESL 332*	Intermediate Conversation	49.8
ESL 335*	Intermediate Writing I	49.8
Or		
ESL 336*	Intermediate Writing II	49.8
And		
ESL 801*	Intermediate Writing II Lab	24.9
ESL 333*	Intermediate Pronunciation	<u>49.8</u>
Total Hours for the Certificate:		<u>99.6-273.9</u>

Students must earn a grade of P (Pass) in the non-credit sections of these classes.

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
English as a Second Language
Advanced Level Completion
Certificate of Completion

~~The required advanced-level multiskills courses leading to a certificate prepare students to mainstream academic or vocational courses by focusing on reading, writing, and grammar while acquiring a more academic vocabulary of an additional 300-500 words. Additionally, students have options within the two remaining required classes. One option is designed to further develop skills in conversation on a variety of topics, vocabulary including affixes, or nuances in pronunciation patterns of American English. The options within the second requirement expose students to American culture through film, literature, or simulated college lectures. These advanced courses transition into mainstream coursework.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

Course ID	Title	Hours
Core Courses		
ESL 340*	Advanced Multiskills	99.6
ESL 342*	Advanced Conversation	49.8
ESL 343*	Advanced Pronunciation	49.8
-And-		
ESL 999*	ESL Laboratory	16.6

Select one Vocabulary Course:

ESL 344*	Idioms and Expressions in American English	33.2
Or		
ESL 354	Vocabulary Skills for College	49.8

Select one Academic/Writing Course:

ESL 350*	Essential Academic Skills	99.6
Or		
ESL 346*	Advanced Writing for Work	49.8
Or		
ESL 345*	Advanced Reading and Writing	49.8
And		
ESL 888*	ESL Skills Lab	16.6

Select one Grammar course with a lab:

ESL 347*	Advanced Grammar Review	49.8
And		
ESL 999*	ESL Laboratory	16.6
-Or-		
ESL 357*	Grammar Review for College	49.8
And		
ESL 999*	ESL Laboratory	16.6
	Select one Restricted Elective from below	49.8
	Total Hours for the Certificate:	348

Restricted Electives:

ESL 355*	ESL Reading for College: American Literature	49.8
ESL 358*	Listening and Note-Taking Skills for College	49.8
ESL 359*	American Language and Culture Through Film	49.8

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

Revised
English as a Second Language
Advanced Level
Certificate of Competency

The Certificate of Competency for English as a Second Language – Advanced Level is designed for students to demonstrate advanced English language skills.

The required advanced-level courses leading to a certificate will prepare students for academic English language and mainstream academic or vocational courses. Courses for this certificate focus on all four primary language skills, including academic reading, composition writing, speaking, and listening. Students will expand communicative and academic vocabulary, conversational skills, composition, and comprehension. The completion of this certificate will prepare students for college-level certificates and degree-applicable coursework, greater civic involvement, and potential job advancement.

Advanced students are placed within the following sequence of foundation courses, according to their English abilities and may test out of up to 4 courses. Courses may be offered days, evenings, and weekends during fall, spring and summer. There is recommended preparation for advanced courses.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate improvement in their grammar.
- Demonstrate improvement in their speaking and comprehension skills.
- Demonstrate improvement in their reading and vocabulary skills.
- Demonstrate improvement in their overall writing skills.

Course ID	Title	Hours
Required Core		
ESL 340*	Advanced Multiskills	99.6
ESL 342*	Advanced Conversation	49.8
ESL 343*	Advanced Pronunciation	49.8
ESL 344*	Idioms and Expressions in American English	49.8
Or		
ESL 354	Vocabulary Skills for College	49.8
ESL 350*	Essential Academic Skills	99.6
Or		
ESL 346*	Advanced Writing for Work	49.8
Or		
ESL 345*	Advanced Writing I	49.8
And		
ESL 802*	Advanced Writing I Lab	24.9
ESL 347*	Advanced Grammar Review	49.8
Or		
ESL 357*	Grammar Review for College	49.8
	Select Two Restricted Elective from below:	99.6
	Total Hours for the Certificate:	199.2-498.0

Restricted Electives: (Choose 2) 99.6 hours

ESL 355*	ESL Reading for College: American Literature	49.8
ESL 356*	Academic Success Strategies For ESL Students	49.8
ESL 358*	Listening and Note-Taking Skills for College	49.8
ESL 359*	American Language and Culture Through Film	49.8

Students much achieve a noncredit grading option of P (Pass) in each class in order to be eligible for the certificate.

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Gerontology Interdisciplinary Certificate of Achievement

The Gerontology Interdisciplinary Certificate focuses on the study of aging, the aging process, and working with older adults in a variety of capacities. Sociological, psychological, and biological aspects of aging are explored. This certificate aims to educate individuals about the field of aging, while also allowing them to complete coursework in other associated areas of interest. The goal of the certificate is to primarily equip students who are working toward completing (or have completed) related certificates, degrees, or programs, and/or work in the aging profession with foundational knowledge in gerontology. The interdisciplinary certificate allows students to choose elective courses that match pathways that fit within their current area of study. Career opportunities may include: business, marketing, environmental design, nutrition, nursing, medical assisting, health, wellness, recreation, fitness, food services/preparation, human services, senior communities, home health care, caregiving, horticulture, and travel/tourism. Additional certification, degrees, and/or training may be required for the fields listed depending on the employer and occupation.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Explain the key sociological, psychological, and biological concepts associated with the study of aging.
- Apply theoretical perspectives to analyze current and historical topics associated with the study of aging.
- Describe the physical, social, familial, and community support networks for diverse aging individuals.
- Demonstrate knowledge and skills in one of the suggested pathways of study within the interdisciplinary certificate program.

Course ID	Title	Units
Required Core (3 Units)		
SOC 180	Introduction to Gerontology	3
Required Core (6 Units), Choose Two of the following:		
SOC 125	Sociology of Aging	3
SOC 126	Death and Dying	3
PSYC 125*	Psychology of Aging	3
Select from Restricted Electives:		3-4
TOTAL Units for the Certificate:		12-13

Restricted Electives – Choose a minimum of 3-4 units based on the student's pathway:

Pathway 1 - Business

ACCT 120	Introduction to Financial Planning	3
BUS 16	Personal Law, Street Law	3
BUS 105	Social Media Marketing	3
BUS 135	Marketing	3
BUS 160	Entrepreneurship	3

Pathway 2 – Environmental Design

ARCH 124A	Architectural Drawing I	4
ARCH 219*	Residential and Commercial Space Planning	4
ID 210*	Hospitality Design	3
ID 214*	Bath Design	3
ID 215*	Kitchen Design	3

Revised
Gerontology Interdisciplinary Certificate of Achievement

The Gerontology Interdisciplinary Certificate focuses on the study of aging, the aging process, and working with older adults in a variety of capacities. Sociological, psychological, and biological aspects of aging are explored. This certificate aims to educate individuals about the field of aging, while also allowing them to complete coursework in other associated areas of interest. The goal of the certificate is to primarily equip students who are working toward completing (or have completed) related certificates, degrees, or programs, and/or work in the aging profession with foundational knowledge in gerontology. The interdisciplinary certificate allows students to choose elective courses that match pathways that fit within their current area of study. Career opportunities may include: business, marketing, environmental design, nutrition, nursing, medical assisting, health, wellness, recreation, fitness, food services/preparation, human services, senior communities, home health care, caregiving, horticulture, and travel/tourism. Additional certification, degrees, and/or training may be required for the fields listed depending on the employer and occupation.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Explain the key sociological, psychological, and biological concepts associated with the study of aging.
- Apply theoretical perspectives to analyze current and historical topics associated with the study of aging.
- Describe the physical, social, familial, and community support networks for diverse aging individuals.
- Demonstrate knowledge and skills in one of the suggested pathways of study within the interdisciplinary certificate program.

Course ID	Title	Units
Required Core (3 Units)		
SOC 180	Introduction to Gerontology	3
Required Core (6 Units), Choose Two of the following:		
SOC 125	Sociology of Aging	3
SOC 126	Death and Dying	3
PSYC 125*	Psychology of Aging	3
Select from Restricted Electives:		3-4
TOTAL Units for the Certificate:		12-13

Restricted Electives – Choose a minimum of 3-4 units based on the student's pathway:

Pathway 1 - Business

ACCT 120	Introduction to Financial Planning	3
BUS 16	Personal Law, Street Law	3
BUS 105	Social Media Marketing	3
BUS 135	Marketing	3
BUS 160	Entrepreneurship	3

Pathway 2 – Environmental Design

ARCH 124A	Architectural Drawing I	4
ARCH 219*	Residential and Commercial Space Planning	4
ID 210*	Hospitality Design	3
ID 214*	Bath Design	3
ID 215*	Kitchen Design	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 169*	Lifecycle Nutrition	3
FN 210	ServSafe in Food Production	1
FN 232*	Techniques of Healthy Cooking	2
FN 246*	Pantry	3

Pathway 3 – Health and Well-Being

HLTH 1	Contemporary Health Issues	3
HLTH 2	First AID, CPR, and Automated External Defibrillator	1.5
HLTH 3	Women's Health Issues	3
HSC/KNEA 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNES 60*	Anatomy and Fundamentals of Yoga	3

Pathway 4 – Health Sciences

HIT 101	Alternative Healthcare Delivery Systems	2
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 291	Management of Aggressive Behavior in Healthcare Settings	0.5
MA 206	Introduction to Medical Assisting	3
N 204	Beginning Nursing Concepts	2

Pathway 5 – Human Services

HS 120	Human Development in the Social Environment	3
HS 131	Multicultural and Diverse Populations in the United States	3
HS 140	Group Leadership and Group Process	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 220	Benefits and Entitlement	3

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

Pathway 3 – Foods/Nutrition

FN 50	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 169*	Lifecycle Nutrition	3
FN 210	ServSafe in Food Production	1
FN 232*	Techniques of Healthy Cooking	2
FN 246*	Pantry	3

Pathway 4 – Health and Well-Being

HLTH 1	Contemporary Health Issues	3
HLTH 2	First AID, CPR, and Automated External Defibrillator	1.5
HLTH 3	Women's Health Issues	3
HSC/KNEA 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNES 60*	Anatomy and Fundamentals of Yoga	3

Pathway 5 – Health Sciences

HIT 101	Alternative Healthcare Delivery Systems	2
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 291	Management of Aggressive Behavior in Healthcare Settings	0.5
MA 206	Introduction to Medical Assisting	3
N 204	Beginning Nursing Concepts	2

Pathway 6 – Human Services

HS 120	Human Development in the Social Environment	3
HS 131	Multicultural and Diverse Populations in the United States	3
HS 140	Group Leadership and Group Process	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 220	Benefits and Entitlement	3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Medical Lab Technology
Certificate of Achievement

The Medical Laboratory Technician program prepares students for employment as an MLT working in a clinical medical laboratory. Medical laboratory technicians (MLTs) perform a wide variety of routine laboratory procedures and work in both public and private laboratories serving the health care sector.

~~The MLT program is a two-year curriculum leading to the Associate in Science Degree in Medical Laboratory Technology. Completion of prerequisite courses will be required prior to entering the program. The program course of study is a combination of instruction in principles of laboratory theory and techniques as well as clinical experience at affiliated medical laboratories. Students learn to perform routine laboratory procedures in phlebotomy, microbiology, clinical chemistry, hematology, coagulation, immunology, and urinalysis. They also will learn to operate and maintain clinical laboratory equipment.~~

Graduates of the program qualify for ~~national certification examinations sponsored by the~~ American Society of Clinical Pathologists (ASCP) Board of Registry or by the American Association of Bioanalysts (ABB) Board of Registry to become ~~state~~ licensed medical laboratory technicians.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform analytical testing in various areas of the clinical laboratory including clinical chemistry, microbiology, hematology, immunology, coagulation, and urinalysis, and related areas.
- Practice established safety procedures and communicate effectively and professionally with patients, laboratory personnel, and other members of the health care team.
- Participate in continuing education activities to maintain and improve professional competencies within the community as defined by the California Laboratory Field Services.
- Demonstrate preparation for applicable State of California approved certification exam.
- ~~Successful completion of courses will require that a grade of "C" or better be achieved. When a student fails to achieve a "C" or better in any course, the student will be given the opportunity to repeat the failed course once on a space available basis. If a student receives a second grade of less than a "C" in any Medical Laboratory Technology course, that student will be dropped from the Medical Laboratory Technology Program and will not be eligible for re-entry into the Saddleback College Medical Laboratory Technology program. A student may not enter Clinical Experience until all courses are completed with a grade of "C" or better.~~

Revised
Medical Laboratory Technician
Certificate of Achievement

The Medical Laboratory Technician program prepares students for employment as an MLT working in a clinical medical laboratory. Medical laboratory technicians (MLTs) perform a wide variety of routine laboratory procedures and work in both public and private laboratories serving the health care sector.

Completion of prerequisite courses will be required prior to entering the program. The program course of study is a combination of instruction in principles of laboratory theory and techniques as well as clinical experience at affiliated medical laboratories. Students learn to perform routine laboratory procedures in phlebotomy, microbiology, clinical chemistry, hematology, coagulation, immunology, **immunohematology**, and urinalysis. They also will learn to operate and maintain clinical laboratory equipment.

Graduates of the program qualify for State of California/ Department of Public Health, Laboratory Field Services-approved MLT certification examinations sponsored by the American Society of Clinical Pathologists (ASCP) Board of Certification or by the American Association of Bioanalysts (ABB) Board of Registry to become **California** licensed medical laboratory technicians.

Completion of the following courses with a grade of "C" or better is required prior to submission of an application to the MLT Program: BIO 15 Microbiology, BIO 113 Human Anatomy and Physiology, CHEM 108 Introduction to General, Organic, and Biochemistry, and MATH 205 Math for the Associate Degree or Math 253 Intermediate Algebra.

Successful completion of courses will require that a grade of "C" or better be achieved. When a student fails to achieve a "C" or better in any course, the student will be given the opportunity to repeat the failed course once on a space available basis. If a student receives a second grade of less than a "C" in any Medical Laboratory Technology course, that student will be dropped from the Medical Laboratory Technology Program and will not be eligible for re-entry into the Saddleback College Medical Laboratory Technology program. A student may not enter Clinical Experience until all courses are completed with a grade of "C" or better.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform analytical testing in various areas of the clinical laboratory including clinical chemistry, microbiology, hematology, immunology, **immunohematology**, coagulation, and urinalysis, and related areas.
- Practice established safety procedures and communicate effectively and professionally with patients, laboratory personnel, and other members of the health care team.
- Participate in continuing education activities to maintain and improve professional competencies within the community as defined by the California Laboratory Field Services.
- Demonstrate preparation for applicable State of California approved certification exam.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Required pre-requisites prior to Medical Lab Technician Sequence:

Core Courses:

Course ID	Title	Units
BIO 15*	General Microbiology	5
BIO 113	Human Anatomy and Physiology	4
CHEM 108	Introduction to General, Organic, And Biochemistry	4
MATH 253*	Intermediate Algebra	5
MLT 210	Introduction to the Clinical Laboratory Profession	1
MLT 211*	Basic Laboratory Procedures	1
PHLB 240*	Phlebotomy	4
—And		
CWE 180*	CO-OP-ED Phlebotomist	2
Required Courses:		30
Total Units for the Certificate:		56
Required Courses:		
MLT 230*	Clinical Chemistry	5
MLT 232*	Clinical Microbiology	3
MLT 235*	Clinical Urinalysis	1
MLT 236*	Clinical Hematology and Coagulation	3
MLT 242*	Clinical Chemistry Practicum	4
MLT 243*	Clinical Immunology – Immunohematology	3
MLT 244*	Clinical Hematology, Coagulation, and Urinalysis Practicum	4
MLT 252*	Clinical Microbiology Practicum	4
MLT 253*	Clinical Immunology – Immunohematology Practicum	3

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

Program Admission Prerequisites 16-18 Units:

Course ID	Title	Units
BIO 15*	General Microbiology	5
BIO 113	Human Anatomy and Physiology	4
CHEM 108	Introduction to General, Organic, And Biochemistry	4
MATH 253*	Intermediate Algebra	5
Or		
MATH 205*	Math for the Associates Degree	3

Required Courses:

MLT 210	Introduction to the Clinical Laboratory Profession	1
MLT 211*	Basic Laboratory Procedures	1
PHLB 240*	Phlebotomy	4
—And		
CWE 180*	CO-OP-ED Phlebotomist	2
MLT 230*	Clinical Chemistry	5
MLT 232*	Clinical Microbiology	3
MLT 235*	Clinical Urinalysis	1
MLT 236*	Clinical Hematology and Coagulation	3
MLT 243*	Clinical Immunology – Immunohematology	3
MLT 242*	Clinical Chemistry Practicum	4
MLT 244*	Clinical Hematology, Coagulation, and Urinalysis Practicum	4
MLT 252*	Clinical Microbiology Practicum	4
MLT 253*	Clinical Immunology – Immunohematology Practicum	3
Total Units for the Certificate:		54-56

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Medical Laboratory Technician
Associate in Science

The Medical Laboratory Technician program prepares students for employment as an MLT working in a clinical medical laboratory. Medical laboratory technicians (MLTs) perform a wide variety of routine laboratory procedures and work in both public and private laboratories serving the health care sector.

~~The MLT program is a two-year curriculum leading to the Associate in Science Degree in Medical Laboratory Technology.~~ Completion of prerequisite courses will be required prior to entering the program. The program course of study is a combination of instruction in principles of laboratory theory and techniques as well as clinical experience at affiliated medical laboratories. Students learn to perform routine laboratory procedures in phlebotomy, microbiology, clinical chemistry, hematology, coagulation, immunology, and urinalysis. They also will learn to operate and maintain clinical laboratory equipment.

Graduates of the program qualify for **national**-certification examinations sponsored by the American Society of Clinical Pathologists (ASCP) Board of Registry or by the American Association of Bioanalysts (ABB) Board of Registry to become state licensed medical laboratory technicians.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform analytical testing in various areas of the clinical laboratory including clinical chemistry, microbiology, hematology, immunology, coagulation, and urinalysis, and related areas.
- Practice established safety procedures and communicate effectively and professionally with patients, laboratory personnel, and other members of the health care team.
- Participate in continuing education activities to maintain and improve professional competencies within the community as defined by the California Laboratory Field Services.
- Demonstrate preparation for applicable State of California approved certification exam.
- ~~Successful completion of courses will require that a grade of "C" or better be achieved. When a student fails to achieve a "C" or better in any course, the student will be given the opportunity to repeat the failed course once on a space available basis. If a student receives a second grade of less than a "C" in any Medical Laboratory Technology course, that student will be dropped from the Medical Laboratory Technology Program and will not be eligible for re-entry into the Saddleback College Medical Laboratory Technology program. A student may not enter Clinical Experience until all courses are completed with a grade of "C" or better.~~

Revised
Medical Laboratory Technician
Associate of Science

The Medical Laboratory Technician Associate of Science program prepares students for employment as a MLT working in a clinical medical laboratory. Medical laboratory technicians (MLTs) perform a wide variety of routine laboratory procedures and work in both public and private laboratories serving the health care sector. Completion of prerequisite courses will be required prior to entering the program. The program course of study is a combination of instruction in principles of laboratory theory and techniques as well as clinical experience at affiliated medical laboratories. Students learn to perform routine laboratory procedures in phlebotomy, microbiology, clinical chemistry, hematology, coagulation, immunology, **immunochemistry**, and urinalysis. They also will learn to operate and maintain clinical laboratory equipment.

Graduates of the program qualify for **State of California/ Department of Public Health, Laboratory Field Services-approved MLT** certification examinations sponsored by the American Society of Clinical Pathologists (ASCP) Board of Certification or by the American Association of Bioanalysts (ABB) Board of Registry to become California licensed medical laboratory technicians.

Completion of the following courses with a grade of "C" or better is required prior to submission of an application to the MLT Program: BIO 15 Microbiology, BIO 113 Human Anatomy and Physiology, CHEM 108 Introduction to General, Organic, and Biochemistry, and MATH 205 Math for the Associate Degree or Math 253 Intermediate Algebra.

Successful completion of courses will require that a grade of "C" or better be achieved. When a student fails to achieve a "C" or better in any course, the student will be given the opportunity to repeat the failed course once on a space available basis. If a student receives a second grade of less than a "C" in any Medical Laboratory Technology course, that student will be dropped from the Medical Laboratory Technology Program and will not be eligible for re-entry into the Saddleback College Medical Laboratory Technology program. A student may not enter Clinical Experience until all courses are completed with a grade of "C" or better.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform analytical testing in various areas of the clinical laboratory including clinical chemistry, microbiology, hematology, immunology, **immunochemistry**, coagulation, and urinalysis, and related areas.
- Practice established safety procedures and communicate effectively and professionally with patients, laboratory personnel, and other members of the health care team.
- Participate in continuing education activities to maintain and improve professional competencies within the community as defined by the California Laboratory Field Services.
- Demonstrate preparation for applicable State of California approved certification exam.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Required pre-requisites prior to Medical Lab Technician Sequence:

Core Courses:

Course ID	Title	Units
BIO 15*	General Microbiology	5
BIO 113	Human Anatomy and Physiology	4
CHEM 108	Introduction to General, Organic, And Biochemistry	4
MATH 253*	Intermediate Algebra	5
MLT 210	Introduction to the Clinical Laboratory Profession	1
MLT 211*	Basic Laboratory Procedures	1
PHLB 240*	Phlebotomy	4
-And		
CWE 180*	CO-OP-ED Phlebotomist	2
Required Courses:		30
Total Units for the Major:		56

Required Courses:

MLT 230*	Clinical Chemistry	5
MLT 232*	Clinical Microbiology	3
MLT 235*	Clinical Urinalysis	1
MLT 236*	Clinical Hematology and Coagulation	3
MLT 242*	Clinical Chemistry Practicum	4
MLT 243*	Clinical Immunology – Immunohematology	3
MLT 244*	Clinical Hematology, Coagulation, and Urinalysis Practicum	4
MLT 252*	Clinical Microbiology Practicum	4
MLT 253*	Clinical Immunology – Immunohematology Practicum	3

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Program Admission Prerequisites 16-18 Units:

Course ID	Title	Units
BIO 15*	General Microbiology	5
BIO 113	Human Anatomy and Physiology	4
CHEM 108	Introduction to General, Organic, And Biochemistry	4
MATH 253*	Intermediate Algebra	5
Or		
MATH 205*	Math for the Associates Degree	3

Required Courses:

MLT 210	Introduction to the Clinical Laboratory Profession	1
MLT 211*	Basic Laboratory Procedures	1
PHLB 240*	Phlebotomy	4
And		
CWE 180*	CO-OP-ED Phlebotomist	2
MLT 230*	Clinical Chemistry	5
MLT 232*	Clinical Microbiology	3
MLT 235*	Clinical Urinalysis	1
MLT 236*	Clinical Hematology and Coagulation	3
MLT 243*	Clinical Immunology – Immunohematology	3
MLT 242*	Clinical Chemistry Practicum	4
MLT 244*	Clinical Hematology, Coagulation, and Urinalysis Practicum	4
MLT 252*	Clinical Microbiology Practicum	4
MLT 253*	Clinical Immunology – Immunohematology Practicum	3
Total Units for the Major:		54-56

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Physics Associate in Science

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

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

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

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

Revised
Physics Associate of Science

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Course ID	Title	Units
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
PHYS 4A*	General Physics	5
MATH 3B*	Analytic Geometry and Calculus	5
PHYS 4B*	General Physics	5
PHYS 4C*	General Physics	5
Total Units for the Major:		25

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Division	Program Control Number	Program Title	Action Taken
			TOP code=numerical classification code used to assign programs and courses to disciplines
SS	16045	Early Childhood Education Associate of Science	TOP code fr 1305.90 - Infants and Toddlers to <u>1305.00 - Child Development/Early Care and Education</u>

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit C
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
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
FAMT	SP 1	806010.05	COMMUNICATION FUND	crs id fr SP-1 to COMM 1 , rec prep fr None to ENG 1A/1AH with a grade of "C" or better , cat desc, sch desc, SLOs, moe, txt, val
FAMT	SP 2	806040.00	PERSUASION	crs id fr SP-2 to COMM 2 , rec prep fr SP-1 and/or ENG 1A/1AH with a grade of "C" or better to COMM 1/1H and/or ENG 1A/1AH with a grade of "C" or better , cat desc, sch desc, SLOs, txt, val

FAMT	SP 3	806060.00	ARGUMENTATION/DEBATE	crs id fr SP-3 to <u>COMM 3</u> , rec prep fr SP-1 and ENG 1A with a grade of "C" or better to <u>None</u> , cat desc, sch desc, tps, moe, assign, txt, val
FAMT	SP 5	806180.05	INTERPERSONAL COMM	crs id fr SP-5 to <u>COMM 5</u> , cat desc, sch desc, SLOs, moe, assign, txt
FAMT	SP 8	429451.00	GENDER COMMUNICATION	crs id fr SP-8 to <u>COMM 8</u> , cat desc, sch desc, SLOs, moe, txt
FAMT	SP 20	429764.00	INTERCULTURAL COMM	crs id fr SP-20 to <u>COMM 20</u> , cat desc, sch desc, tps, SLOs, moe, assign, txt
FAMT	SP 30	806140.05	INTRO.ORAL INTERPRET.	crs id fr SP-30 to <u>COMM 30</u> , cat desc, sch desc, tps, SLOs, assign, txt
FAMT	SP 32	806160.05	INTERPRETERS' THEATRE	crs id fr SP-32 to <u>COMM 32</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, val
FAMT	SP 106	806090.05	FORENSICS ACTIVITY	crs id fr SP-106 to <u>COMM 106</u> , cat desc, sch desc, tps, SLOs, txt, retaining rpt 3 times
FAMT	SP 106	806090.10	FORENSICS ACTIVITY	crs id fr SP-106 to <u>COMM 106</u> , cat desc, sch desc, SLOs, txt, retaining rpt 3 times
FAMT	SP 106	806090.25	FORENSICS ACTIVITY	crs id fr SP-106 to <u>COMM 106</u> , cat desc, sch desc, SLOs, txt, retaining rpt 3 times

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Accreditation Follow-up Reports

ACTION: Review and Study

BACKGROUND

In January 2017, the colleges received a team visit following the submission of its 2016 Institutional Self-Evaluation in Support of Reaffirmation of Accreditation to the Accrediting Commission for Community and Junior Colleges (ACCJC). This was followed by a site visit by the commission from February 27-March 2, 2017. In June 2017, the colleges received the Commission's Revision to the Comprehensive Evaluation Team's Report along with the Commission's Action Letter, which noted that the commission acted to reaffirm accreditation for seven years and to require the college to submit a Follow-Up Report by October 1, 2018 due to the team's findings of noncompliance. The report and action letter are available to the public on the colleges' accreditation information web page.

In accordance with the Accrediting Commission for Community and Junior Colleges (ACCJC) requirement that a Follow-up Report be submitted in response to recommendations cited in the Commission's action letter of June 23, 2017. Saddleback College and Irvine Valley College have completed drafts of their Follow-up Reports. The reports must be submitted to the ACCJC by October 1, 2018. During the production of these reports, there was broad participation throughout the District and the Follow-up Reports reflect accurately the status and progress of both colleges since the ACCJC's recommendations were received.

STATUS

The Saddleback College Follow-up Report is marked as Exhibit A and the Irvine Valley College Follow-up Report is marked as Exhibit B.

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

Saddleback College 2018 Follow-Up Report



2018 Follow-Up Report

Submitted by:

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692
South Orange County Community College District

Submitted to:

Accrediting Commission for the Community and Junior Colleges
Western Association of Schools and Colleges



Certification of the Follow-Up Report

Date: October 1, 2018

To: Accrediting Commission for Community and Junior Colleges
Western Association of Schools and Colleges

From: Dr. Jim Buysse
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

In response to recommendations cited in the Commission's action letter of June 23, 2017, I certify there was broad participation in the production of the report by the college community and that the report accurately reflects the nature and substance of this institution.

Signatures:

Mr. Timothy Jemal	President, SOCCCD Board of Trustees	Date
Dr. Kathleen Burke	Chancellor, SOCCCD	Date
Dr. Jim Buysse	Interim President, Saddleback College	Date
Ms. Tram Vo-Kumamoto	Vice President of Instruction Accreditation Liaison Officer	Date
Mr. Blake Stephens	President, Academic Senate	Date

Table of Contents

Certification of 2018 Follow-Up Report 2

Statement of Report Preparation 4

Response to the Commission Action Letter

 College Recommendation 3 (CR3)..... 6

 District Recommendation 1 (DR1)..... 11

Appendix A: Evidence for Statement of Report Preparation 17

Appendix B: Evidence for CR3 18

Appendix C: Evidence for DR1 19

Statement of Report Preparation

In Spring 2017, Saddleback College received a team visit following the submission of its 2016 Institutional Self- Evaluation Report in support of reaffirmation of accreditation.

In June 2017, the college received a finalized copy of the External Evaluation Report ([RP.01](#)) and a letter ([RP.02](#)) from the Accrediting Commission for Community and Junior Colleges (ACCJC) reaffirming the college's accreditation for seven years and requiring a Follow-Up Report in 18 months to address the following two compliance areas:

College Recommendation 3 (Compliance)

In order to meet the standard, the team recommends that the College develop a more consistent mechanism to ensure that all program reviews are up to date and that all programs contain action plans to improve the quality of its programs (Standards II.A.1, II.A.2, II.A.16).

District Recommendation 1 (Compliance)

In order to meet the standard, the South Orange Community College District must implement a system that ensures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals (III.A.5, IV.D.2).

Immediately after receiving the evaluation report and action letter, Saddleback College leadership met to develop a plan to address the recommendations for compliance by engaging the college community through the existing governance structure including the Academic Senate, Accreditation Committee, Associated Student Government, Classified Senate, Consultation Council, Educational Planning and Assessment (EPA) Committee, and President's Management Team. Led by the Accreditation Liaison Officer (ALO), a team of writers comprised of the EPA Coordinator and the District Director of Research, Planning and Data Management was formed. During the preparation of the report, the writers regularly consulted with the Accreditation Committee and solicited feedback from all participatory governance groups at the college.

The following table documents the steps taken and timeline used for the dissemination of information and the solicitation of feedback in the completion of the follow-up report:

Date	Group Responsible	Action
June 23, 2017	ALO	Post ACCJC Final Evaluation Report and Action Letter
August 8, 2017	Consultation Council	Review Action Letter and develop plan to address college and district recommendations
Fall 2017	District HR, Academic Administrators & Managers	Reviewed personnel evaluations to be completed and developed plan to complete according to contract timelines
November 14, 2017	ALO	Update to Consultation Council on college recommendation 3 and progress to date with addressing compliance for program review process.
December 1, 2017	District HR, District Research & College ALOs	Update on district recommendation 1, progress to date with addressing compliance for human

		resource evaluations, and plan address outstanding evaluations for spring 2018
January 10, 2018	ALO, EPA Coordinator	Flex presentation on accreditation follow-up report, focus on college recommendation 3 regarding updates to program review
January 29, 2018	District HR	Posting of HR Director of Recruitment and Employment Services position to be tasked with keeping track of the evaluation system and process
February 2, 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges
March 2018	ALO, EPA Coordinator	Presentation of initial outline and draft to Associated Student Government, Classified Senate, Academic Senate, & President's Management Team
April 2018	ALO, EPA Coordinator	Revision of draft for college feedback
May 2018	ALO, EPA Coordinator	Solicit feedback and draft revision based on college feedback
June 2018	District HR, Academic Administrators & Managers	Reviewed personnel evaluations to be completed and developed plan to complete according to contract timelines
August 14, 2018	District HR, District Research and ALO's	Update on district recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan address outstanding evaluations going forward
August 27, 2018	College Presidents & ALOs	Board of Trustees 1 st meeting for review of Follow-up Report
September 24, 2018	College Presidents & ALOs	Board of Trustees 1 st meeting for action on Follow-up Report

Response to Commission Action Letter: College Recommendation



College Recommendation 3

In order to meet the standard, the team recommends that the College develop a more consistent mechanism to ensure that all program reviews are up to date and that all programs contain action plans to improve the quality of its programs (Standards II.A.1, II.A.2, II.A.16).

Analysis and Evaluation

Saddleback College is committed to continually improving the quality of its programs and administrative service and student support units through a robust program and administrative unit review process. In response to this recommendation, the college evaluated its current procedures and made several changes including the expansion and refinement of the program review (PR) and administrative unit review (AUR) tracking mechanism. In addition, the college established new procedures that ensure the development of objectives and action steps in all programs and administrative units along with the development of improved procedural handbooks, instruction sheets, and training. Enhanced communication methods were also developed to ensure that all areas of the college are informed of updated processes and resources available.

The efforts to address this recommendation were led by the college's Educational Planning and Assessment (EPA) Committee under the guidance of the Associate Vice President of Institutional Effectiveness. The charge of this committee is as follows:

The Educational Planning and Assessment Committee (EPA) supports the college's ongoing quest for quality improvement through a comprehensive system of planning and outcomes assessment in all programs, student support units, and administrative service units. EPA guides the development, documentation, and assessment of Student Learning Outcomes (SLOs) and Administrative Unit Outcomes (AUOs); facilitates the design, preparation, and submission of Program Reviews (PRs) and Administrative Unit Reviews (AURs); and monitors and reports on their status. EPA provides professional development in these areas and assists in their integration with strategic planning, resource allocations, and other decision-making processes at the college. The committee also works to ensure that the college adheres to all accreditation standards and requirements in relation to outcomes assessment and program/administrative unit review.

The committee is thus responsible for developing all processes and procedures relating to PRs and AURs. This includes keeping track of the due dates for all upcoming reviews, monitoring the completion of reviews, coordinating their approval, and posting them in the appropriate locations. Through a thorough evaluation of the internal processes of the committee, it was determined that the tracking mechanisms used were not consolidated or adequately maintained and therefore allowed for some programs to fall behind in the completion of their reviews.

As a first step in resolving this problem, the EPA Committee conducted a thorough inventory of reviews across all instructional programs, administrative service units, and student support units. This resulted in a complete accounting of the status of all reviews. During the inventory, it was discovered that several reviews were past due. These reviews have now either been completed or are in the process of completion, and all PRs and AURs will be up-to-date by December 31, 2018. In addition, the review

resulted in enhancements to the following three areas: tracking, communications and training, and the review process.

Enhanced Tracking Mechanism

To address the need to consolidate and maintain up to date tracking information for the program review process, the next step was to develop a single Excel workbook that includes spreadsheets with a list of all programs and units, the date of their most recent review, and a detailed tracking system for reviews in progress to ensure that each step of the review process is completed in a timely manner (CR3.01; CR3.02). The following dates within the process are documented on these spreadsheets:

1. **Orientation Date** – the date on which a one-on-one orientation is given to the department chair or unit manager on the PR/AUR process.
2. **Research Date** – the date on which the department chair/unit manager meets with the EPA research analyst to discuss research needs.
3. **Submission to Improve** – the date that a draft of the PR/AUR is input into Nuventive Improve (formerly TracDat) for review by the EPA team and division dean.
4. **Feedback Provided** – the date on which feedback is provided to the department chair/unit manager by EPA.
5. **Edits Made** – the date that a final draft of the PR/AUR has been submitted by the department chair/unit manager.
6. **Senate Approval** – the date on which PRs are approved by the Academic Senate.
7. **Finalized Report** – the date on which the PR/AUR has been accepted as finalized by EPA. On this date, department chairs/unit managers are also informed that their review has been approved and has been posted to the EPA SharePoint site and the Improve document repository.
8. **Consultation Council Date** – the date on which an oral presentation of the review is given to the Consultation Council, the primary decision-making body at the college.

The spreadsheets are maintained by the EPA coordinator, program review coordinator, and EPA research analyst and housed on the EPA SharePoint site. Spreadsheets that show only the due dates for the next four cycles (through 2029) are also contained within the workbook and a chart of the due dates is posted to the EPA SharePoint site and distributed to department chairs, division deans, and unit managers annually (CR3.03; CR3.04).

In addition, a PR/AUR Timeline has also been developed and is distributed at the beginning of the calendar year to each program/unit undergoing review that year (CR3.05). This timeline provides a brief snapshot of when each step of the process should be completed from initial notification from EPA through presentations to consultation council.

Enhanced Communications and Training

To improve both the timeliness and quality of reviews, an increased emphasis has been placed on communication and training. Department chairs, deans, and unit managers who will be undergoing review are notified by the end of each calendar year that their review will be due on December 31 of the following year (CR3.06). Along with this notification, the PR/AUR timeline is provided to them so that they are fully aware of each of the steps involved and the expected completion dates for these steps. A kickoff workshop is held during the spring professional development week in January of each year

(CR3.07; Note: In 2018, this kickoff was for PRs only but in subsequent years it will include AURs as well) and the chairs/unit managers are encouraged to attend. Individual orientations are also given to each chair/unit manager during which the procedural manual (CR3.08; CR3.09) is reviewed so that they are fully aware of the purpose of the review process and the expectations. Chairs/unit managers will also meet with the research analyst to go over the required data sets and to discuss any additional research needs. The PR coordinator and research analyst are also available to assist throughout the entire review process. Regular email communication is sent by the EPA coordinator to remind chairs/unit managers of upcoming deadlines. A quarterly newsletter is also distributed during the academic year (January and April in the spring semester and August and November in the fall semester) highlighting important aspects of SLO/AUO assessment and PR/AUR (CR3.10). An additional workshop on PRs and AURs is held during the fall professional development week in August to recapitulate the process and to highlight exemplary work being done by programs and units across the campus (CR3.11).

In order to ensure that PRs/AURs are easily accessible to members of the college community, changes have been made to the ways in which completed reviews are posted and archived. At the time of the accreditation visit, the only consistent location of reviews was in Nuventive Improve, which is only accessible to the department chairs and unit managers. Some reviews had been posted to the EPA SharePoint site, but this database was not complete. All completed reviews are now housed in both Nuventive Improve, under the specific program/unit, and on the EPA SharePoint site, where they are organized by division (for PRs) and reporting unit (for AURs) (CR3.12). Past reviews are available in Nuventive Improve and a copy can be requested through EPA. In addition, a new summary report has been developed for all reviews due beginning in 2018. These summary reports will give an overview of key segments of the larger review and will be posted on the EPA website (CR3.13; CR3.14).

Enhancements to the Review Process

The EPA Committee also conducted an evaluation of the review process itself. Based on this evaluation, significant changes were made. The process was streamlined and increased emphasis was placed on the creation of objectives and action steps to ensure continuous improvement throughout the college. The first change involved creating a web-based form within Nuventive Improve for the submission of PRs and AURs to replace the document that had previously been used. Initially, the same fields were transferred from the existing paper-based version to the web-based version. A second phase of the evaluation included a reassessment of the required fields. During this evaluation, it was noted that some fields required a repetition of information contained elsewhere in the report. These fields were either deleted or revised to eliminate duplication and new forms were devised for use beginning in 2018 (CR3.15; CR3.16).

More significantly, it was determined that while objectives and action steps were required of all programs, the objectives and action steps form (CR3.17) in Nuventive Improve (which allows for the linking of action steps to objectives and the tracking of action step progress) was only being used by programs and units requesting resource allocations, as these fields were tied to resource allocation request forms and the college's resource allocation process. This online objectives and action steps form is now a mandatory part of all reviews and training has been increased in relation to writing objectives and action steps, reporting on the progress of action steps, and requesting resource allocations (CR3.18; CR3.19; CR3.20). The form requires all programs/units to develop objectives and action steps based on the evaluation of the program/unit through the review process, to link the objectives to strategic planning goals, if applicable, and to request resources in conjunction with specific program/unit

objectives and strategic planning goals. Progress on the accomplishment of action steps and an evaluation of those accomplishments is also required for the next review cycle. Through its revised orientation and training materials, EPA has increased its efforts to convey the importance of developing and evaluating objectives and actions steps as an essential part of fulfilling our ongoing commitment to the continuous quality improvement of all programs and units throughout the college.

All of the changes were documented in a revised Program Review Handbook and Administrative Unit Review Handbook (see CR3.8; CR3.9). In addition, concise step-by-step instruction sheets were developed or revised for various parts of the process such as “Entering Objectives and Action Steps” (see CR3.19), “Entering Program Reviews into Improve” (CR3.21), etc. All of these training materials are posted on the EPA SharePoint site and distributed to department chairs, deans, and unit managers (CR3.21).

DRAFT

Response to Commission Action Letter: District Recommendation



District Recommendation 1

In order to meet the standard, the South Orange County Community College District must implement a system that ensures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals. (Standards III.A.5, IV.D.2).

South Orange Community College District (SOCCCD) is committed to providing high quality, effective, and efficient services district-wide. SOCCCD understands establishing a system that will ensure systematic and regular evaluation of the all personnel is an important component of district-wide institutional effectiveness.

It was noted in the External Evaluation Team Report that “while evaluation processes are well documented, statements and evidence reviewed by the team show that evaluations are not tracked and monitored systematically. (Standard III.A.5)”. The following table outlines the action steps taken to address District Recommendation 1.

Date	Group Responsible	Action
April 7, 2017	District Wide Planning Council	Follow-up on Accreditation recommendations presented during the February 27-March 2, 2017 visit
Spring 2017	District HR	Design Administrators and Managers performance reviews in Workday with new competency area for “Managing Performance Evaluations”
Fall 2017	District HR	Implement Administrators and Managers performance review in Workday
	President and VPs	Reminders to administrators and managers to complete performance reviews
December 2017	District HR, District Research & College ALOs	Update on District Recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan to address outstanding evaluations for spring 2018
January 2018	District HR	Posting of HR Director of Recruitment and Employment Services position to be tasked with keeping track of the evaluation system and process
February 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges
	District HR	HR Workday evaluation implementation timeline communicated
March 2018	District HR	Announcement of Workday training video for managers for CSEA performance reviews to launch new performance review process with automated reminders
June 2018	VPI	Review faculty performance review progress and outline plan for next term
August 2018	President and VPs	Review status report for performance evaluations and send out reminders to administrators and managers to complete evaluations by the appropriate deadlines.

Analysis and Evaluation

Since receiving the recommendation to improve our current performance evaluation system, the district reviewed its system to ensure effectiveness of its human resources through regular performance

evaluations. To assess areas of improvement, the district initiated a number of process analyses along with meetings with college representatives regarding the existing process to track and monitor employee evaluations. Three main areas of action have been undertaken by District Human Resources to address the recommendation: 1) audit of all personnel files and subsequently updating any review dates within Workday HCM; 2) creation of a series of reports for managers to use showing reviews that are due; 3) Implementation of performance evaluation management within Workday HCM for each employee classification group. In addition, an evaluation of the Human Resources function acknowledged a need to reorganize the area to better provide direct, effective, and focused human resource leadership and oversight to the colleges and district.

Audit of all personnel files

The following chart shows a comparison of the number of completed evaluations at the time of the accreditation team visit in February 2017 and the status of evaluation as of July 2018. There have been significant gains in completing overdue employee evaluations. Overall the college has improved from 47% to 94% since the team visit. The following table was created using evaluations that are overdue at the time of the site visit in February of 2017 and the current status of all employee evaluations that were due in the 2017-2018 academic year. The numbers include counts for active employees only (does not include terminations/retirees).

Employee Category	SOCCCD Review of Evaluations Status					
	Saddleback		Irvine Valley		District	
	February 2017	July 2018	February 2017	July 2018	February 2017	July 2018
Administrator Count	21	23	15	13	4	6
Administrators Completed Evaluations	5	22	9	12	0	4
Administrator in Progress Evaluations	16	1	6	1	4	2
Administrators % Completed Evaluations	24%	96%	60%	92%	0%	67%
Manager Count	33	34	24	20	33	34
Managers Completed Evaluations	4	27	8	18	2	30
Managers in Progress Evaluations	29	7	16	2	31	4
Managers % Completed Evaluations	12%	79%	33%	90%	6%	88%
Full-time Faculty Count	258	237	153	142		
Full-time Faculty Completed Evaluations	157	221	88	139		
Full-time Faculty in Progress Evaluations	101	16	65	3		
Full-time Faculty % Completed Evaluations	61%	93%	58%	98%		
Part-time Faculty Count	697	729	502	434		
Part-time Faculty Completed Evaluations	302	692	185	364		
Part-time Faculty in Progress Evaluations	395	37	317	70		
Part-time Faculty % Completed Evaluations	43%	95%	37%	84%		
Classified Staff Count	301	297	199	166	65	61
Classified Staff Completed Evaluations	152	273	66	162	9	52
Classified Staff in Progress Evaluations	149	24	133	4	56	4
Classified Staff % Completed Evaluations	50%	92%	33%	98%	14%	93%
SOCCCD Total Employee Count	1310	1320	893	775	102	101
SOCCCD Totals Completed Evaluations	620	1235	356	695	11	86
SOCCCD Total in Progress Evaluations	690	85	537	80	91	15
SOCCCD Total % Completed Evaluations	47%	94%	40%	90%	11%	85%

Creation of Reports for Managers

The following reports were created for managers and their support staff to execute in order to monitor the status of classified staff, tenure and tenure-track faculty, part-time faculty, and police officers.

- SOC HR – Find CSEA Biennial Performance Review – Due Now
- SOC HR – Find CSEA Performance Review – Probationary
- SOC HR – Find CSEA Performance Review Status
- SOC HR – Find Tenure Track Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due as of
- SOC HR – Find Part-time Faculty Performance Review – Due
- SOC HR – Find Faculty Performance Review Status
- SOC HR – Find POA Annual Performance Review – Due Now
- SOC HR – Find POA Performance Review – Probationary
- SOC HR – Find POA Performance Review Status

Additionally, managers, administrators, and classified staff automatically tracked and monitored directly within the Workday HCM Dashboard under “My Team Performance”.

For Administrators and managers, evaluations are launched in May of each year and are due on August 31st. After the due date, the President’s Office will run a report to review the status of completions. If there are any outstanding evaluations, the President will notify the appropriate Vice President to follow-up and ensure completion within two weeks. In addition, a notation will be inserted in the Vice President and/or manager’s evaluation under the “Managing Performance Evaluations” competency.

For CSEA and POA, evaluations are launched at the beginning of the month in which they are due. At the end of every month, Vice Presidents are able to run a report for all their areas to review the status of completions. If there are any outstanding evaluations, the Vice Presidents will notify the appropriate Administrator or Manager to follow-up and ensure completion within two weeks. In addition, a notation will be inserted in the manager’s evaluation under the “Managing Performance Evaluations” competency.

For Tenured and PT Faculty, a report will be run by the Office of Instruction at least one month before the term in which the evaluation is due. The report of upcoming PT faculty evaluations will be shared with the Deans and Associate Vice President to ensure the timely completion of the evaluation during the term. Six weeks before the end of the term, a report of the status of PT reviews will be run and a reminder will be sent to the Deans to complete the review before the end of the term. At the end of the term, a review of the status of completions will be done. In the event that there are outstanding evaluations, the Dean will be notified to complete the evaluation during the first month of the next term. In addition, a notation will be inserted in the manager’s evaluation under the “Managing Performance Evaluations” competency.

For Tenured Track Faculty, a report will be run by the Office of Instruction at least one month before the term and communicated to the Deans and Associate Vice President. A timeline and dates for evaluations will be scheduled according to contract timelines for tenured track faculty. In addition, the Vice President of Instruction will hold periodic check-ins with the Deans to ensure that the evaluations

are completed as planned and ensure that the tenured track faculty and Dean are supported if there are any challenges.

Implementation of Performance Evaluations in Workday

The development of the evaluation process in Workday HCM began in the Spring 2017 shortly after the accreditation visit. The Workday HCM process includes a system launch for the performance review based on the due date of the evaluation. The following chart illustrates for each employee group the evaluation cycle as defined by either a regulation or contract. These cycles were incorporated into the programming within the Workday HCM system implemented to monitor and track employee evaluations.

Employee Group	Evaluation Cycle	Reference Document
Administrators and Managers	Semi-annual (first year) Annual thereafter	BP4090 AR4090
Tenured Track Faculty	Annual for first four years during probation	Academic Employee Master Agreement 2015-2015 Link to contract
Tenured Faculty	Every three years after tenure	Academic Employee Master Agreement 2015-2015 Link to contract
Part-time Faculty	First semester (of first year) Every six semesters (of instructional time) and no fewer than every four years	Academic Employee Master Agreement 2015-2015 Link to contract
Classified Staff	Probationary period (first year): 6 months, 12 months After probation: Every two years Promotional: 3 months and 5 months	Classified School Employee Association (CSEA) Contract Link to contract
Police Officers	Probationary period (first year) or promotion: 3 months, 11 months After probation: Yearly	Police Officers Association Master Agreement Link to contract

For Fall 2017, the district began implementation of Workday HCM with “Administrators and Managers” as the first group of employees to utilize the new process. The evaluations are automatically generated each year at the beginning of May. Once launched, a task appears in each manager or administrator’s Workday inbox for them to complete their self-evaluation for the fiscal year, and is moved along for review and approval by the appropriate supervisor within the Workday HCM queue. The district used the implementation with the “Administrators and Managers” employee group to evaluate the system and make adjustments before implementing additional employee groups.

The following chart illustrates the 2018 timeline to implement the evaluation process in Workday for additional employee groups. Initial phases for the classified and PT faculty evaluations will involve one-on-one testing of the launch and process phases for all employees of that employee classification.

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Manager's/Administrator's												
Launch 2018 Evaluations												
Classified Staff												
Configure Classified Staff reviews and processes												
Pilot 6-month probation review												
Pilot 12-month probation review												
Pilot Job Change review												
Pilot Biennial reviews												
Launch 6-month Probation reviews												
Launch 12-month probation review												
Launch Promotion reviews												
Launch Biennial reviews												
Part-time Faculty												
Configure PT Faculty reviews and Processes												
Pilot Triennial PT Faculty Review												
Launch Triennial PT Faculty Review												
Pilot PT Faculty First Semester review												
Launch PT Faculty First Semester review												

Based on the timeline above, in Spring 2018, classified staff evaluations were implemented in Workday. Classified staff evaluations are also automatically initiated based upon appropriate dates and completed by the manager and electronically acknowledged by the employee completely within Workday HCM. Similarly, to the process for Administrators and Manager's reviews, HR sends out reminders on the first business day of each month to Administrators/Managers instructing them to complete the evaluation.

Currently, the district is working with the colleges on the implementation of the PT faculty evaluations. This process is planned to be launched in September or October of 2018. Full-time tenured and tenure-tracked faculty will be a part of implementation efforts in 2019 since discussions regarding updated evaluation forms have not been finalized. Until the process is implemented in Workday HCM, the tenured and tenured track faculty evaluations will be completed utilizing the current forms and will be manually processed and monitored by deans using the appropriate reports.

Direct, Effective and Focused HR Leadership

At the district level, the Director of Recruitment and Employee Services position was filled on June 1, 2018. This position is critical and will be the primary district manager responsible for overseeing and tracking performance evaluation compliance district-wide. Managers who fail to conduct timely evaluations will be subject to progressive discipline. There will be a HR specialist that will manually review reports in Workday for any delinquent evaluations. The Director of Recruitment and Employment Services is also responsible for evaluating the quality of the evaluation and processes and ensuring that training is provided on how to conduct effective evaluations.

At the college level, with the addition of a new competency area to address the “Management of Performance Evaluations” added to all Administrator and Manager performance evaluations, the President and Vice-Presidents will be responsible for direct, effective and focused human resource leadership at the campus and will hold their direct reports accountable for meeting performance evaluation deadlines.

DRAFT

Appendix A: Evidence for Statement of Report Preparation

RP.01 ACCJC Final Evaluation Report

RP.02 ACCJC Action Letter

More to be compiled

DRAFT

Appendix B: Evidence for College Recommendation 3 (CR3)

- CR3.01 Saddleback College Program Review Status Report
- CR3.02 Saddleback College Administrative Unit Review Status Report
- CR3.03 Saddleback College Program Review Cycle
- CR3.04 Saddleback College Administrative Unit Review Cycle
- CR3.05 Program Review/Administrative Unit Review Timeline
- CR3.06 PR/AUR Notification Email
- CR3.07 Program Review Kickoff Presentation (Spring 2018)
- CR3.08 Saddleback College Program Review Handbook
- CR3.09 Saddleback College Administrative Unit Review Handbook
- CR3.10 EPA Newsletter (April 2018)
- CR3.11 Update: Program and Administrative Unit Reviews Presentation (Fall 2018)
- CR3.12 EPA SharePoint Site (screen shots of PR/AUR folders)
- CR3.13 PR Summary Report Template
- CR3.14 AUR Summary Report Template
- CR3.15 Program Review Form (Improve)
- CR3.16 Administrative Unit Review Form (Improve)
- CR3.17 Objectives and Action Step Form (Improve)
- CR3.18 Program Review Handbook (section on Objectives and Action Steps form)
- CR3.19 Instruction Sheet for Entering Objectives and Action Steps
- CR3.20 Instruction Sheet for Entering Progress on Action Steps
- CR3.21 Instruction Sheet for Entering Program Reviews into Improve
- CR3.22 EPA SharePoint Site (screen shot of handbooks and instruction sheets folders)

Appendix C: Evidence for District Recommendation 1 (DR1)

To be compiled

DRAFT

2018 FOLLOW-UP REPORT



Irvine Valley College

2018 Follow-Up Report



2018 Follow-Up Report

Submitted by

Irvine Valley College
5500 Irvine Center Drive
Irvine, California 92618
South Orange County Community College District

Submitted to

Accrediting Commission for
Community and Junior Colleges,
Western Association of Schools and Colleges

Certification of 2018 Follow-Up Report

To: Accrediting Commission for Community and Junior Colleges,
Western Association of Schools and Colleges

From: Dr. Glenn Roquemore
Irvine Valley College
5500 Irvine Center Drive
Irvine, CA 92618

This Accreditation Follow-Up Report is submitted in response to recommendations cited in the Commission's action letter of June 23, 2017.

I certify there was effective participation by the campus community, and I believe the Follow-Up Report accurately reflects the nature and substance of this institution.

Signatures:

Mr. Timothy Jemal	President, SOCCCD Board of Trustees	Date
Dr. Kathleen Burke	Chancellor, SOCCCD	Date
Dr. Glenn R. Roquemore	President, Irvine Valley College	Date
Dr. Christopher McDonald	Vice President for Instruction Accreditation Liaison Officer	Date
Dr. June McLaughlin	President, IVC Academic Senate	Date



Table of Contents

Certification of 2018 Follow-Up Report.....	4
Report Preparation	6
Response to the Commission Action Letter.....	7
Recommendation 1	7
District Wide Process of Employee Performance Reviews	9
Glossary	15



Report Preparation

In Spring 2017, Irvine Valley College (IVC) received a team visit following the submission of its 2016 Self-Study Evaluation of Educational Quality and Institutional Effectiveness in Support of Reaffirmation of Accreditation to the Accrediting Commission for Community and Junior Colleges (ACCJC).

In June 2017, IVC received the Commission's Revision to the Comprehensive Evaluation Team's Report along with the Commission's Action Letter. The commission acted to reaffirm accreditation for seven years and required the College to submit a Follow-Up Report by October 1, 2018. The report and action letter are [available](#) on the College's accreditation information web page.

Immediately after receiving the team report and action letter, IVC leadership met to develop a plan to address the recommendations for compliance by engaging the college community through the existing governance structure, which includes the Accreditation Oversight Workgroup (AOWG) and the Strategic Planning and Accreditation Council (SPAC). Updates on progress related to the recommendation and the steps taken towards addressing the recommendation were regularly shared at all strategic committees with standing agenda items in SPAC, BDRPC, IEC, SSAMMO, Instructional Council, and the Student Services Managers' Meetings (for all acronyms please refer to the [Glossary](#) at the end of this document).

AOWG prepared the current Follow-Up Report in collaboration with District Services and Saddleback College since the recommendation was shared among the three entities. AOWG had representation from the Academic Senate, Classified Senate, vice president for instruction (ALO), vice president for student services, and the director of research, planning and accreditation.

Draft versions of this document were discussed at SPAC (5/9/2018, 5/23/2018, and 8/22/2018) to submit to the Board of Trustees for review on 8/27/18 and approval on 9/14/2018 for submission to ACCJC by 10/1/2018 (see Table 1 for timeline and additional information).



Response to the Commission Action Letter

On June 23, 2017, Irvine Valley College received notification that the Accrediting Commission for Community and Junior Colleges reaffirmed the College's accreditation for seven years and required a Follow-Up Report by October 1, 2018, on the issues identified in the team's findings of noncompliance.

The ACCJC found IVC was out of compliance with Standards III.A.5 and IV.D.2 (Recommendation 1). This recommendation was shared with District Services and Saddleback College. The recommendation specifically states:

"In order to meet the Standard, the South Orange County Community College District must implement a system that ensures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals."

The evidence and analysis that follow demonstrate that the College fully meets the Standards.

Recommendation 1

Table 1 presents evidence for concrete steps that Irvine Valley College took to address the Standards since receiving notification of the recommendation. Specifically, IVC increased its efforts to complete outstanding performance evaluations by adding a new performance evaluation goal to each manager's annual evaluation to maintain compliance with their teams' performance evaluation timelines. Vice presidents also regularly discuss outstanding evaluations with administrators and managers in team and one-on-one meetings.

In collaboration with District Services and Saddleback College, IVC developed a timeline for a sustainable and effective new system of monitoring and evaluating College personnel systematically and at stated intervals. Following the table, a written account is presented that explains the District wide process of performance reviews in more detail.





Table 1 – Evidence of Meeting the Standards at IVC

Time	Description	Evidence/Additional Information
4/7/2017	District Wide Planning Council (DWPC) retreat update on Accreditation steps for each College	
Spring 2017	Administrator and manager performance reviews available in Workday	
Spring 2017	VPs sent out reminders to managers to complete performance reviews	
Fall 2017	Convening of monthly Accreditation Oversight Workgroup (AOWG) to review progress and work on Follow-Up Report	
Fall 2017	VPs added standing agenda items to <ul style="list-style-type: none"> • Instructional Council • Student Services Managers' Meetings 	e.g. Minutes 10-2-17 (Instructional Council) e.g. Agenda 2-13-18 (Student Services Managers' Meeting)
12/1/2017	Accreditation Coordination Meeting between Saddleback, IVC, and District Services Attendees: VPIs, ALOs, District HR	Notes
1/29/2018	Plans for new human resources director of recruitment and employment services. Tasked with keeping track of evaluation process.	Job posting
2/2/2018	DWPC update on Accreditation steps for each College	Minutes
3/1/2018	HR manager's guide to complete performance evaluations in Workday	Document
3/2/2018	HR email with required Workday training video for managers' CSEA performance review	Email
5/9/2018	SPAC review draft of Follow-Up Report	Minutes
5/23/2018	SPAC review draft of Follow-Up Report	Agenda (replace with minutes)
8/13/2018	Instructional Council review draft of Follow-Up Report	Agenda
8/22/2018	SPAC review of final draft of Follow-Up Report	
8/27/2018	BOT 1 st meeting for information of Follow-Up Report	Minutes
9/14/2018	BOT 2 nd meeting for action of Follow-Up Report	Minutes

Note: Please consult the [Glossary](#) for any acronyms used in table



District Wide Process of Employee Performance Reviews

South Orange Community College District (SOCCCD) is committed to providing District wide high quality, effective, and efficient services. SOCCCD understands that establishing a system that will ensure systematic and regular evaluation of all personnel is an important component of District wide institutional effectiveness.

It was noted in the External Evaluation Team Report that “while evaluation processes are well documented, statements and evidence reviewed by the team show that evaluations are not tracked and monitored systematically (Standard III.A.5).”

Since receiving the recommendation to improve our current evaluation system, the District has hired a new vice chancellor of human resources, Cindy Vyskocil, who started her position in November 2017. On [December 1, 2017](#), Vice Chancellor Vyskocil met with both Colleges’ ALOs, Chris McDonald (Irvine Valley College) and Karima Feldhus (Saddleback College), Denice Inciong, district director of research and planning, and Jenny Langrell, faculty from Saddleback College, to discuss her understanding of the accreditation recommendation and her initial plans to address current issues and improve the District’s evaluation process through a human resource reorganization and using the Workday Human Capital Management (HCM) system to automatically initiate, prompt, track, and store performance evaluations.

Updates about the use of the Workday (HCM) system for performance evaluations were provided at the District wide Workday Steering Committee Meetings on [December 13, 2017](#) and [February 14, 2018](#).

At the District Wide Planning Council (DWPC) meeting on [February 2, 2018](#), Vice Chancellor Vyskocil provided an update for HR’s work pertaining to the accreditation recommendation. During the meeting, she shared with the council the plans to use Workday as the primary repository for all employee evaluations and the HR staffing plan.

SOCCCD initiated the recruitment process for a director of recruitment and employee services and the [position](#) was filled on June 1, 2018. This new director is responsible for overseeing and tracking performance evaluation compliance District wide. Managers who fail to conduct timely evaluations will be subject to progressive discipline. In addition, there will be a human resource specialist that will manually review reports for any overdue evaluations. The director of recruitment and employment services is also responsible for evaluating the quality of the evaluation processes, and ensuring that training is provided on how to conduct effective evaluations.

District Human Resources determined three operational areas of emphasis and associated action steps to meet the Standards:

- 1) Conduct an audit of personnel files and update discrepancies between personnel files and Workday information



- 2) Implement a performance evaluation management system within Workday for each employee group
- 3) Create a series of reports to facilitate monitoring and tracking of evaluations

Audit of Personnel Files

In Spring 2018, HR specialists completed a 100 percent performance evaluation audit for all part-time faculty. This group was chosen as it is the largest employee group with the most volatility and difficulty in maintaining up-to-date information in a paper process. HR specialists reviewed every personnel file and updated any discrepancy in Workday compared to the faculty's official personnel file. Specifically, employment status and latest completed performance evaluation were updated and checked with information available in Workday. This audit was completed by the end of Spring 2018, with all part-time faculty having up-to-date information in Workday.

For all other employee groups, administrators and managers were provided with Workday reports (see below for more information). Discrepancies between the reports and employee files (e.g. completed evaluations not visible in Workday or the employee was no longer employed in the District) were handled on an ad-hoc basis between administrators and managers and District Services.

The audit was an important first step to ensure that the implementation of the evaluation management system can be implemented accurately, and that reports provided to managers and human resources reflect accurate numbers of current employees and the correct status of their performance evaluations.

Implementation of Evaluation Management System in Workday

The first group of employees to have an automated process implemented in Workday were administrators and managers. Prior to the Workday implementation, the process consisted of a paper process which was difficult to monitor and track. The new system launched in 2015 and served as a pilot for creating a similar process for the other employee groups. More specifically, the automated process for administrators and managers was implemented as follows: For probationary reviews, the process is launched on the first business day one month prior to the due date. For annual reviews, evaluations are launched at the beginning of May each year. This automatic trigger creates a task in each manager's and administrator's Workday inbox for them to complete their self-evaluation for the fiscal year. Once completed, the evaluation is submitted to the supervisor who uses the input from the self-evaluation, in addition to their own observations, to complete the evaluation. The manager then discusses the evaluation with the employee, makes any changes to the evaluation and submits the evaluation in Workday. The employee will then acknowledge within Workday that they have received their review and make comments if desired. The manager will then add their own comments and submit the evaluation. The review will proceed through the management chain to the chancellor. Once approved by the chancellor, District Human Resources will file the evaluation.



In Spring 2018, an automated Workday process was created for classified staff. The review types included two probationary, two promotional, and the biennial review. Reviews are now triggered on the first business day of the month prior to the due date. This generates a Workday task in the inbox for the employee's manager, instructing them to complete the evaluation. After completing the evaluation, the manager will discuss the evaluation with the employee, make changes to the evaluation and submit the evaluation in Workday. The employee will then acknowledge that they have received their review and make comments if desired. The manager will then add their own comments and make the final submission. The review will proceed through the appropriate management chain and then is filed by District Human Resources.

Table 2 illustrates the timeline for the rollout of the automated Workday process for classified staff and part-time faculty. Pilot phases involve one-on-one testing of the process with select managers or administrators. The launch phases will be for all remaining managers and administrators. Part-time faculty reviews will launch in October and March of each year.

The implementation of full-time faculty evaluations in Workday is currently being negotiated as part of the new faculty contract. In the meantime, full-time faculty evaluations will continue to be manually monitored by their respective deans.

Table 2 – Timeline for Workday Automatic Performance Review Implementation

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
CSEA												
Configure CSEA reviews and processes												
Pilot 6-month probation reviews												
Pilot 12-month probation reviews												
Pilot job change reviews												
Pilot biennial reviews												
Launch 6-month probation reviews												
Launch 12-month probation reviews												
Launch job change reviews												
Launch biennial reviews												
Part-time Faculty												
Configure PTF reviews and processes												
Pilot triennial PTF reviews												
Launch triennial PTF reviews												
Pilot PTF first semester reviews												
Launch PTF first semester reviews												



Table 3 presents the evaluation cycles for each employee group as defined by either regulation or contract. These cycles were part of the programming within the Workday system. The new process automates the start of the performance review, notifies the manager when an evaluation is due, and tracks the progress and status of employee performance evaluations.

Table 3 – SOCCCD Employee Group Evaluation Cycles

Employee Group	Evaluation Cycle	Reference Document
Administrators and Managers	Semi-annual (first year) Annual thereafter	BP4090 AR4090
Tenured Track Faculty	Annual for first four years during probation	Academic Employee Master Agreement 2015-2018 Link to contract
Tenured Faculty	Every three years after tenure	Academic Employee Master Agreement 2015-2018 Link to contract
Part-time Faculty	First semester (first year) Every six semesters (of instructional time) and no fewer than every four years	Academic Employee Master Agreement 2015-2018 Link to contract
Classified Staff	Probationary period (first year): 6 months and 12 months After probation: Every two years Promotional: 3 months and 5 months	Classified School Employee Association (CSEA) Contract 2018 - 2021 Link to contract
Police Officers	Probationary period (first year) or promotion: 3 months, 11 months After probation: Annual	Police Officers Association Master Agreement 2015 - 2018 Link to contract

Reports on Tracking and Monitoring of Evaluations

Managers, administrators, and classified CSEA staff are tracked and monitored directly within the Workday HCM dashboard “My Team Performance.” The following reports were created for managers and their support staff to monitor the status of classified staff, tenure and tenure-track faculty, part-time faculty, and police officers.

- SOC HR – Find CSEA Biennial Performance Review – Due Now
- SOC HR – Find CSEA Performance Review – Probationary
- SOC HR – Find CSEA Performance Review Status
- SOC HR – Find Tenure Track Faculty Performance Review – Due

- SOC HR – Find Tenured Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due as of
- SOC HR – Find Part-time Faculty Performance Review – Due
- SOC HR – Find Faculty Performance Review Status
- SOC HR – Find POA Annual Performance Review – Due Now
- SOC HR – Find POA Performance Review – Probationary
- SOC HR – Find POA Performance Review Status



Evidence of Completion of Employee Evaluations

The above paragraphs outline efforts towards a systematic, District wide process of completing evaluations on time, creating a system of automatic reminders, and monitoring evaluations. In a very short amount of time, these efforts have already had a very strong impact on the completion rates of employee evaluations.



Table 4 shows a comparison between the number of completed evaluations in February 2017, the time of the Accreditation Team site visit, and the number of completed evaluations as of July 2018. There have been great gains in completing overdue employee evaluations. At Saddleback, there was a 47 percentage point increase in completed evaluations with currently 94 percent of all the employees having completed evaluations. At Irvine Valley College, there was a 50 percentage point increase with 90 percent of all evaluations completed, and at District Services, there was a 74 percentage point increase with 85 percent of evaluations completed.

This evidence demonstrates that Irvine Valley College meets the Standards (Standards III.A.5 and IV.D.2).

Table 4 – SOCCCD 2016-2017 Evaluation

Employee Category		Saddleback		Irvine Valley		District	
		February 2017	July 2018	February 2017	July 2018	February 2017	July 2018
Administrators	<i>Total count</i>	21	23	15	13	4	6
	<i>Evaluations Completed</i>	5	22	9	12	0	4
	<i>Evaluations In Progress</i>	16	1	6	1	4	2
	<i>% Completed Evaluations</i>	24%	96%	60%	92%	0%	67%
Managers	<i>Total count</i>	33	34	24	20	33	34
	<i>Evaluations Completed</i>	4	27	8	18	2	30
	<i>Evaluations In Progress</i>	29	7	16	2	31	4
	<i>% Completed Evaluations</i>	12%	79%	33%	90%	6%	88%
Full-time Faculty	<i>Total count</i>	258	237	153	142	NA	
	<i>Evaluations Completed</i>	157	221	88	139		
	<i>Evaluations In Progress</i>	101	16	65	3		
	<i>% Completed Evaluations</i>	61%	93%	58%	98%		
Part-time Faculty	<i>Total count</i>	697	729	502	434		
	<i>Evaluations Completed</i>	302	692	185	364		
	<i>Evaluations In Progress</i>	395	37	317	70		
	<i>% Completed Evaluations</i>	43%	95%	37%	84%		
Classified Staff	<i>Total count</i>	301	297	199	166	65	61
	<i>Evaluations Completed</i>	152	273	66	162	9	52
	<i>Evaluations In Progress</i>	149	24	133	4	56	4
	<i>% Completed Evaluations</i>	50%	92%	33%	98%	14%	93%
Total	<i>Total count</i>	1310	1320	893	775	102	101
	<i>Evaluations Completed</i>	620	1235	356	695	11	86
	<i>Evaluations In Progress</i>	690	85	537	80	91	15
	<i>% Completed Evaluations</i>	47%	94%	40%	90%	11%	85%

Note: Counts are for active employees only (not including terminations and retirees). Part-time faculty are counted if they had assignments in the academic year and the total population number of part timers are counted at the end of the most recent semester.



Glossary

Acronym	Description
ACCJC WASC	Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges
ALO	Accreditation Liaison Officer
AOWG	Accreditation Oversight Workgroup. Workgroup convened as needed to work on Accreditation related tasks. Reports to SPAC.
APTC	Academic Planning and Technology Committee. One of four primary strategic planning committees at IVC. Reports to SPAC. Chairs: VPI and Academic Senate President
BDRPC	Budget Development and Resource Planning Committee. One of four primary strategic planning committees at IVC. Reports to SPAC. Chairs: VPAS and Academic Senate Vice President
BOT	Board of Trustees. Elected to Board for South Orange County Community College District.
CSEA	California School Employee Association. Bargaining unit for classified employees.
DWPC	District Wide Planning Council. Highest level planning group reporting to the Chancellor. Chairs: Chancellor and District Director of Research, Planning and Data Management
HCM	Human Capital Management
HR	Human Resources
IEC	Institutional Effectiveness Committee. One of four primary strategic planning committees at IVC. Reports to SPAC. Chairs: Academic Senate President and Director of Research, Planning and Accreditation
IVC	Irvine Valley College
PTF	Part-time Faculty
SOCCCD	South Orange County Community College District
SPAC	Strategic Planning and Accreditation Committee. Highest shared governance committee reporting to the president. Chairs: College President and Academic Senate President
SSAMMO	Student Success, Access, Matriculation, Marketing and Outreach Committee. One of four primary strategic planning committees at IVC. Reports to SPAC. Chairs: VPSS and Executive Director of Marketing and Creative Services
VP VPI VPSS VPAS	Vice President Vice President for Instruction Vice President for Student Services Vice President for College Administrative Services

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus

ACTION: Approval

BACKGROUND

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

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 Section 81450 (b).

RECOMMENDATION

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

Item	Category	Quantity
Panasonic Televisions	A/V	2
Cenco Power Supply Units	Accessories	4
CSI Ceiling Grilles	Accessories	9
Heathkit Power Supply Units	Accessories	2
HP Power Supply Units	Accessories	1
Miscellaneous Accessories (Box)	Accessories	1
Speco Speakers	Accessories	10
Thornton Power Supply Units	Accessories	4
Electrolux Refrigerator	Appliance	1
Fisher Mini Refrigerator	Appliance	1
Hotpoint Refrigerator	Appliance	1
Magic Chef Mini Refrigerator	Appliance	1
Maytag Washing Machine	Appliance	1
Sanyo Mini Refrigerators	Appliance	3
HP Water Grinder	Equipment	1
Lapidary Machine	Equipment	1
Rockwell/Delta Band Saw	Equipment	1
Sculpture Kiln	Equipment	1
Speedy Forge	Equipment	1
White Crown Pallet Jack	Equipment	1
Book Case	Furniture	1
Chairs	Furniture	213
Cubicle Items (pallets)	Furniture	4
Desks	Furniture	50
Easels	Furniture	6
File Cabinets	Furniture	59
Folding Tables	Furniture	3
Giordano Colombo Tool Table	Furniture	1
Washer Sinks	Furniture	2
3M Projectors	Hardware	3
Adult CPR Mannequins	Hardware	2
Becker Vacuum Pump	Hardware	1
Belkin Network Port	Hardware	1
BK Precision Oscilloscopes	Hardware	12
Dupont Centrifuge	Hardware	1
Electrolux Dryer	Hardware	1
Fluke 45 Multimeters	Hardware	4
Hand Trucks	Hardware	4
Hitachi Oscilloscopes	Hardware	16
Hospital Beds	Hardware	3
Ibico Laminator	Hardware	1
Laminator	Hardware	1
Litton Microwave	Hardware	1
Newport Digital Power Meters	Hardware	3
Panasonic Monitor	Hardware	1

Item	Category	Quantity
PB Ventilator system	Hardware	1
Performance Strength Machines	Hardware	2
Sim Man Human Simulators	Hardware	2
Speco Technologies PA Amplifier	Hardware	1
Starlight Express Ccd Imager	Hardware	1
Tektronics Oscilloscope	Hardware	1
Thornton Decade Counters	Hardware	6
Thornton Generators	Hardware	4
Treadmills	Hardware	3
Welch Allan Blood Pressure Machine	Hardware	1
Books (pallets)	Miscellaneous	5
Lost and Found - Clothes (pallet)	Miscellaneous	1
Lost and Found - Office Supplies (pallet)	Miscellaneous	1
2 Corp 3D Printer	Printer/Copier	1
Bjet 3D Printer	Printer/Copier	1
Dimension 3D Printers	Printer/Copier	2
Epson Printers	Printer/Copier	2
HP Printers	Printer/Copier	9
KIP Copier	Printer/Copier	1
Panasonic Fax/Copier	Printer/Copier	1
Photocopier	Printer/Copier	1
SBIG CCD Imagers	Printer/Copier	3
Sharp Printer	Printer/Copier	1
Xerox Copiers	Printer/Copier	2
ATLET Forklift	Vehicle	1
Dodge Cargo Vans	Vehicle	2
Dodge Truck	Vehicle	1
Electric Golf Carts	Vehicle	5
Frontline Lawn Mower	Vehicle	1
Goosen Versa-Vac	Vehicle	1
Mitsubishi Forklift	Vehicle	1
Techno Router	Vehicle	1
Upright Scissor Lift	Vehicle	1

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Ratification

BACKGROUND

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the Contingency Reserve.

STATUS

For the final reporting period ending June 30, 2018 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended June 30, 2018

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$664,789
2000	Classified Salaries	\$388,651	
3000	Fringe Benefits		\$166,223
4000	Books and Supplies		\$47,890
5000	Other Operating Expenses & Services	\$230,916	
6000	Capital Outlay	\$448,373	
7000	Other Outgo		\$189,038
Total Transfers - General Fund		<u>\$1,067,940</u>	<u>\$1,067,940</u>

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
6000	Capital Outlay		\$385,236
7000	Other Outgo	\$385,236	
Total Transfers - Self-Insurance Fund		<u>\$385,236</u>	<u>\$385,236</u>

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$327
3000	Fringe Benefits		\$32
4000	Books and Supplies	\$4,240	
5000	Other Operating Expenses & Services		\$3,207
6000	Capital Outlay		\$674
Total Transfers - Associated Student Gov't. - SC		<u>\$4,240</u>	<u>\$4,240</u>

Associated Student Government - Irvine Valley College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$1,986	
5000	Other Operating Expenses & Services	\$11,114	
7000	Other Outgo		\$13,100
Total Transfers - Associated Student Gov't. - IVC		<u>\$13,100</u>	<u>\$13,100</u>

Total Transfers		<u>\$1,470,516</u>	<u>\$1,470,516</u>
------------------------	--	---------------------------	---------------------------

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 18-21 to Amend FY 2017-2018 Adopted Budget

ACTION: Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2017-2018 Adopted Budget.

General Fund

2016/2017 Basic Skills at Irvine Valley College	(\$46,906)
2017/2018 Full-time Student Success Grant (FTSSG) at SC	(\$18,695)
2017/2018 CA Community Completion Grant (CCCG) at SC	(\$78,000)
2016/2017 Basic Skills at Saddleback College	(\$4,206)
2017/2018 Basic Skills at Irvine Valley College	\$127,352
Guided Pathways at Irvine Valley College	\$10,000
Strong Workforce Regional at Irvine Valley College	\$11,089
2017/2018 Full-time Student Success Grant (FTSSG) at IVC	\$50,000
WIOA Adult Education 2017-18 at Saddleback College	(\$107,175)
Strong Workforce Local at Saddleback College	(\$1,552,847)
Strong Workforce Regional at Saddleback College	\$7,705
SWP 17-18 Business-General Support at Saddleback College	\$877,766
Pathways Trust - ATAS (Primary) at Saddleback College	(\$89)
STRS on-Behalf Payments for SOCCCD	\$5,798,921
Total Increase to the General Fund	<u>\$5,074,915</u>

Total Budget Amendment \$5,074,915

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No.18-21 to amend the FY 2017-2018 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION NO. 18-21

August 27, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$5,074,915 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2017-2018 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such funds are to be appropriated according to the following schedule:

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$32,102
8600	State Revenue	\$5,042,813
		<u>\$5,074,915</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	(\$545,653)
2000	Classified Salaries	\$57,108
3000	Fringe Benefits	\$5,435,677
4000	Books and Supplies	(\$38,701)
5000	Other Operating Expenses & Services	\$640,805
6000	Capital Outlay	(\$658,695)
7000	Other Outgoing	\$184,374
		<u>\$5,074,915</u>

Total Budget Amendment	<u>\$5,074,915</u>
-------------------------------	---------------------------

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2017-2018

GENERAL FUND

RESOLUTION NO. 18-21

August 27, 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 Budget Amendment and foregoing Resolution in the amount of \$5,074,915 duly and regularly adopted by the said Board at a regular meeting thereof held on August 27, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of August, 2018.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: July 2018 Change Orders/Amendments

ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the 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 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>PCL Construction Services, Inc.</u> Saddleback College Stadium and Site Improvement Project – Construction Services Change Order No. 2 – To extend the agreement an additional 277 days due to design changes, at no cost under the same terms and conditions, from 11/26/18 to 8/30/2019. SOCCCD	\$ 0	\$ 50,900,090
B.	<u>Balfour Beatty Construction, LLC</u> ATEP Utilities Infrastructure Phase 1 Project and IVC First Building Project – Construction Management Services Amendment No. 2 – To include reimbursable costs for inspector trailers and utilities. SOCCCD	\$13,110	\$1,323,774
C.	<u>G4S Secure Solutions (USA) Inc.</u> Security Services Agreement – Amendment No. 1 – To extend the agreement an additional 3 months, at the same rate under the same terms with modifications to the job description of G4S security, from 6/30/18 to 9/30/18.	\$ 28,301	\$ 424,301

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College Stadium and Site Improvement Project
Board Change Order No. 2

July 24, 2017

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 2 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900.00	\$1,900,190.00	\$0.00	\$50,900,090.00	277
		4350 Executive Drive, Suite 270	TOTAL	48,999,900.00			50,900,090.00	277

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	7/24/2018	Extend agreement an additional 277 days due to design changes.	by College	reviewed	\$0.00	277
		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	277

CHANGE ORDER NO. 2 (NO COST)

PROJECT: Saddleback College Stadium and Site Improvement Project

TO: PCL Construction Services, Inc.

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

DESCRIPTION OF CHANGE:

- At the time of Board Approval of Change Order No. 1, the time associated with the Change had not been able to be determined. The time associated with the added scope in Change Order No. 1 (change asphalt to concrete, conversion of north end of practice fields to synthetic turf, change team room floor surfacing to Mondo and addition of trash enclosure for water quality management purposes) was later determined to be 277 calendar days based upon the PCL June 01, 2018 schedule update. Time is for the design of those revisions listed, design refinement related to the transition to a new Athletic Director/Dean of Kinesiology, and timing of decision making process to authorize Change Order No. 1.

COST (This cost shall not be exceeded.):

Original contract price: \$ 48,999,900

Previous contract price: \$ 50,900,090

Change Order amount: \$ 0

New contract price: \$ 50,900,090

TIME FOR COMPLETION:

Original completion date: 11/26/2018

Time for completion of

Change Order: 277 calendar days

New completion date: 08/30/2019

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: PCL Construction Service, Inc.

By: 
Signature

Elton Murakami
Print Name

Title

06/12/2018
Date

DISTRICT

By: 
Signature

Ann-Marie Gabel

Vice Chancellor of Business Services

Title

8/1/18
Date



**AMENDMENT NO. 02
TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
AT ATEP**

THIS AMENDMENT shall modify the original agreement dated March 28, 2016, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Balfour Beatty Construction LLC hereinafter referred to as "CM"

WHEREAS, Article 11.16 of the original agreement provides that the Agreement may only be amended or modified by an agreement in writing signed by both the DISTRICT and the CM;

WHEREAS, Article 4.2 of the original agreement provides for an original term of 22 months which was extended by Amendment No. 1 to March 31, 2018;

WHEREAS, Article 6.1 states that the agreement consists of a total lump sum value of \$1,151,310, Amendment No. 1 increased;

WHEREAS, the original agreement did not include any reimbursable costs, and the CM was requested to add the inspector trailers and utilities as part of its services;

WHEREAS, due to the request of additional facilities, this request will increase the total value by \$13,110; and
NOW, THEREFORE, the Parties agree as follows:

1. The completion date of March 31, 2018 per Amendment No. 1 remains
2. The Agreement value increases from \$1,310,664 from Amendment No. 1 to a final lump sum total of \$1,323,774

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.

Balfour Beatty Construction, LLC

BY: Suresh Rayana

Signature of Authorized Representative

Print Name: Suresh Rayana

Print Title: Senior Vice President

Date: 05/31/18

Email & Phone: srayana@BalfourBeattyUS.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: 7/18/18

Email & Phone: (949)582-4405



**AMENDMENT NO. 01
TO THE SECURITY SERVICES AGREEMENT
AT ATEP**

THIS AMENDMENT shall modify the original agreement dated July 1, 2015, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and G4S Security Solutions (USA) Inc. hereinafter referred to as G4S

WHEREAS, Article 13 of the original agreement provides that this agreement is effective July 1, 2015 through June 30, 2018;

WHEREAS, Article 15 of the original agreement provides for modification of the agreement at any time by mutual written consent of the parties;

WHEREAS, Article 5 states Customer agrees to pay G4S at the hourly rates set forth on the attached Schedules of Security Services, plus all applicable sales, use and/or similar taxes;

WHEREAS, both parties have agreed to re-new the agreement for 3 months;

WHEREAS, the physical definition of ATEP has changed, thus causing modification to the job description of G4S Security; and

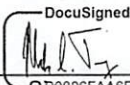
NOW, THEREFORE, the Parties agree as follows:

1. The terms of the Agreement are hereby extended from June 30, 2018 to September 30, 2018 under the same terms and conditions of the original Agreement
2. Exhibit A of the agreement, Job Description of G4S Security is modified as attached.

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.

G4S Secure Solutions (USA) Inc.

BY: 
Signature of Authorized Representative

Print Name: [] Mark Tsuji

Print Title: [] SVP

Date: 6/26/2018 | 16:27 EDT

Email & Phone: Mark.tsuji@usa.g4s.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY: 
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Vice Chancellor, Business Services

Date: 7/3/18

Email & Phone: (949)582-4850

EXHIBIT A

Job Description of G4S Security

The service coverage G4S will provide will be for the hours of 11pm through 7am, Monday through Friday, and 24-hour coverage on weekends and designated holiday. The following constitutes a job description G4S officers will deliver:

- G4S will provide an on-site security officer at the Advanced Technology & Education Park (ATEP) for the purpose of physical plant protection.
- The assigned security officer will have access to the Integrated, Design, Engineering and Automation (IDEA) building lobby and restrooms.
- The physical address of the IDEA building is 1624 Valencia Avenue, Tustin, CA
- Foot patrols will be conducted around the perimeter of the IDEA building and general surrounding vicinity (streets, Paseo and parking lot).
- The officer is to immediately report any unusual activity, concerns or damage to the ATEP property. This notification will be made by contacting the on-duty Irvine Valley College (IVC) Police Department officer at (949) 451-5234.
- No overnight parking is allowed in any permanent or temporary parking lots on site, said activities are also to be reported.
- Copies of duty logs completed by G4S officers will be forwarded to the IVC Police Operations Lieutenant within three days of the completed shift.
- On-site restroom facilities will be available for offices. The building lobby contains table, chairs, vending machines and protection for the elements.



Irvine Valley College Advanced Technology & Education Park (ATEP)

G4S Custom Protection Officers®

Custom Protection Officers® (CPO) are considered the elite security officer in the security industry, assigned to customer locations where security requirements exceed the capabilities of a standard commercial guard. Individuals must meet at least one of the following qualifications for consideration as a G4S Custom Protection Officer®:

- ♦ *Active or Honorably Discharged Service in the US Military (Veterans)*
- ♦ *Graduate in Criminal Justice or Criminology*
- ♦ *Previous Law Enforcement Experience*
- ♦ *Graduate of Police/Corrections Academy*
- ♦ *Career Military*



Security Officer Rate Schedule and Staffing Schedule

Irvine Valley College Advanced Technology & Education Park (ATEP)

M	T	W	T	F	S	S	Total Hours Per Week
11pm-7am	11pm-7am	11pm-7am	11pm-7am	11pm-7am	7am-7pm	7am-7pm	
					7pm-7am	7pm-7am	
Hours Per Day							
8	8	8	8	8	24	24	88

	Total Hours Per Week	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Total Weekly Cost
ATEP Custom Protection Officer	88	\$ 14.00	\$ 24.74	\$ 2,177.12

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 \$34,404,109.21 and an additional 441 purchase orders below \$5,000 amounting to \$373,222.44 for a combined total of \$34,777,331.65 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 833 checks in the amount of \$10,393,314.35 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

Purchase Order Ratification (Supplier)

July 11, 2018 through August 1, 2018

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P187220	Academic Senate for California Community Colleges	SC ASCCC Membership Dues FY 18-19	6,799.73
P186968	Alameda County Schools Insurance Group	SOCCCD Delta Dental Benefits FY 18-19	2,029,000.00
P186969	Alameda County Schools Insurance Group	SOCCCD Delta Dental Benefits Payments FY 18-19	433,200.00
P186970	Alameda County Schools Insurance Group	SOCCCD Retiree Vision Services FY 18-19	113,000.00
P187451	Albertsons	SC Student Equity Program	13,965.00
P187153	Assessment Technologies Institute	SC Nursing Program Testing Supplies	6,561.98
P187402	AT&T	IVC Telephone Service FY 18-19	30,000.00
P187203	BSN Sports	IVC Baseball Supplies	6,938.46
P187365	BSN Sports	IVC Basketball Supplies	5,885.52
P187240	BSN Sports	IVC Women's Basketball Supplies	7,544.28
P187061	BSN Sports	IVC Women's Soccer Supplies	8,998.67
P187200	California Community College Athletic Association	IVC CCCAA Membership FY 18-19	8,600.00
P187119	California Community College Athletic Association	SC CCCAA Membership FY 18-19	11,750.00
P187256	CDW Government	IVC Laptops and Cart	20,269.27
P187352	CDW Government	IVC Performing Arts Center Video Wall	33,245.32
P187055	CherryStoneIT	SC Level Up Grant Upgrade Project	7,440.14
P187464	CherryStoneIT	SC LRC Community Arts Renovation Project	5,705.36
P187253	Citibank	SOCCCD Gasoline Charges FY 18-19	36,500.00
P187112	College and Career Advantage	SOCCCD AEBG Advisory Action Pass-Through Funds	360,000.00
P187350	Computrols	IVC IDEA Building HVAC Replacement Parts	10,787.41
P187456	County of Orange Auditor-Controller	IVC Communication/Radio FY 18-19	15,000.00
P187249	County of Orange Auditor-Controller	IVC Parking Citation Surcharges FY 18-19	95,000.00
P187357	County of Orange Auditor-Controller	IVC Telecommunications Services FY 18-19	17,509.00
P187250	Department of Justice Accounting Office	IVC Livescan Fingerprinting Services FY 18-19	85,000.00
P187130	Division of the State Architect	SOCCCD DSA Plan Review for IVC Parking Lot Project	27,364.97
P187115	Edu Business Solutions	SC Administration Software Fees	5,799.15
P187308	Federal Express	SOCCCD Federal Express Charges FY 18-19	20,000.00
P187233	Fisher Scientific	SC Biology Lab Glassware	5,142.67
P187040	Fisher Scientific	SC Chemistry Supplies	5,135.39
P187450	Fontis Solutions	SC Financial Assistance Outreach Materials FY 18-19	5,000.00
P187210	Henry Schein	SC Athletic Training Supplies	16,063.40
P187254	Home Depot	IVC Performing Arts Supplies FY 18-19	5,000.00
P187269	Hyatt Legal Plans	SOCCCD Legal Benefits FY 18-19	115,000.00
P187143	Ingardia Brothers Produce	SC Culinary Arts Grocery Supplies FY 18-19	10,000.00
P187404	International E-Z Up	IVC New Logo Canopies	14,583.32
P187388	Irvine Ranch Water District	ATEP Reclaimed Water Use FY 18-19	6,000.00
P186929	Johnstone Supply	IVC HVAC Supplies FY 18-19	10,000.00
P187034	Kelly Paper	SC Copy Center Supplies FY 18-19	12,000.00
P187131	Keystone Uniforms	SC Safety & Security Uniforms FY 18-19	8,000.00
P187317	Laerdal Medical Corporation	SC Simulation Manikin	49,261.03
P187316	Laerdal Medical Corporation	SC Simulation Manikin	44,805.23
P187306	Main Graphics	IVC Business Cards FY 18-19	5,000.00
P187400	McKesson Medical-Surgical	SC Cleaning and Miscellaneous Supplies FY 18-19	5,000.00
P186951	Micro Center	IVC Technology Services Supplies FY 18-19	7,000.00
P187033	Millennium Business Services	IVC Copy Center Finishing Services FY 18-19	6,000.00
P186978	Moore Medical	IVC Medical Supplies FY 18-19	10,000.00
P187020	Orange County Department of Education	SOCCCD OCDOE Courier Service FY 18-19	5,000.00
P187349	Pacific Coachways Charter Services	IVC Bus Rental FY 18-19	56,000.00
P187083	Pacwest Air Filter	IVC HVAC Supplies	11,441.08
P187465	PJ Printers	SC Printing WALL Literary Journal	6,632.01
P186979	Quest Diagnostics	IVC Medical Supplies FY 18-19	5,000.00
P187194	RefPay	SC Athletics Officials Fees FY 18-19	50,000.00
P186966	Reliance Standard Life Insurance	SOCCCD Life Insurance Benefits FY 18-19	450,000.00
P186965	Reliance Standard Life Insurance	SOCCCD Long-Term Disability Benefits FY 18-19	110,000.00
P187062	Ricoh	SC Copy Center Maintenance Agreement FY 18-19	19,500.00
P187225	Saddleback Bookstore	SC Student Program Summer 18	12,400.00
P187021	Saddleback Warehouse	SC Duplicating Center Supplies	8,448.00
P187438	San Diego Gas & Electric	SC Electrical Service FY 18-19	1,105,778.57
P186972	Sapphire Catering	SOCCCD Board & Special Meeting Catering FY 18-19	9,500.00
P186952	Sisc III Health Benefits Accounts Receivable	SOCCCD Retiree Benefits FY 18-19	6,020,000.00
P186971	Sisc III Health Benefits Accounts Receivable	SOCCCD SISC Benefits FY 18-19	22,160,000.00
P187117	Smart Levels Mailing & Printing	SC Adult Education Printing Services FY 18-19	5,000.00
P187039	Smart Levels Mailing & Printing	SC Community Education Printing Services FY 18-19	24,000.00
P187038	Smart Levels Mailing & Printing	SC Contract Printing FY 18-19	25,000.00
P187172	South Orange County Community College District	SOCCCD Trust Account Reimbursement FY 18-19	130,000.00
P187049	Southern California Edison	SOCCCD Equipment Removal	17,147.27



South Orange County Community College District

Purchase Order Ratification (Supplier)

July 11, 2018 through August 1, 2018

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P187390	Southern California Edison	ATEP Exterior Electricity FY 18-19	7,000.00
P187403	Southern California Gas	IVC Annual Gas Service FY 18-19	60,000.00
P187327	Southwest Offset Printing	SC Emeritus Class Schedule Printing Spring 19	5,860.11
P187236	Spectrum Chemical Manufacturing Corporation	SC Chemistry Lab Supplies	14,428.05
P187427	Stanco Signage Systems	ATEP Signage	9,744.91
P187142	Team Pride Athletic Apparel	SC Football Supplies	7,789.21
P187151	Traffic Management	SC Safety & Security Parking Signs FY 18-19	8,000.00
P187255	Uline	IVC Performing Arts Supplies FY 18-19	7,000.00
P186967	Unum Life Insurance	SOCCCD UNUM Benefits FY 18-19	70,000.00
P187036	Wells Fargo	SC Facebook/Twitter Advertising Fall 18	5,000.00
P187035	Wells Fargo	SC Google Advertising Fall 18	5,000.00
P187337	Wells Fargo	SOCCCD Student Registration Processing Fees	12,000.00
P187307	Xerox Corporation	IVC Copier Maintenance FY 18-19	21,000.00
P187175	Xerox Corporation	IVC Copier Maintenance FY 18-19	8,800.00
P187041	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187116	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187120	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187031	Xerox Corporation	SC Xerox Supplies FY 18-19	5,000.00
P187017	Xerox Corporation	SOCCCD Copier Lease Agreement FY 18-19	12,415.15
P186973	Xerox Corporation	SOCCCD Copier Maintenance FY 18-19	18,369.55
Total Purchase Orders \$5,000 and above			34,404,109.21
441 Purchase Orders Under \$5,000			373,222.44
Total Purchase Orders			34,777,331.65



South Orange County Community College District

Purchase Order Ratification (Amount)

July 11, 2018 through August 1, 2018

PO Number	Supplier	Description	Amount
P186971	Sisc III Health Benefits Accounts Receivable	SOCCCD SISC Benefits FY 18-19	22,160,000.00
P186952	Sisc III Health Benefits Accounts Receivable	SOCCCD Retiree Benefits FY 18-19	6,020,000.00
P186968	Alameda County Schools Insurance Group	SOCCCD Delta Dental Benefits FY 18-19	2,029,000.00
P187438	San Diego Gas & Electric	SC Electrical Service FY 18-19	1,105,778.57
P186966	Reliance Standard Life Insurance	SOCCCD Life Insurance Benefits FY 18-19	450,000.00
P186969	Alameda County Schools Insurance Group	SOCCCD Delta Dental Benefits Payments FY 18-19	433,200.00
P187112	College and Career Advantage	SOCCCD AEBG Advisory Action Pass-Through Funds	360,000.00
P187172	South Orange County Community College District	SOCCCD Trust Account Reimbursement FY 18-19	130,000.00
P187269	Hyatt Legal Plans	SOCCCD Legal Benefits FY 18-19	115,000.00
P186970	Alameda County Schools Insurance Group	SOCCCD Retiree Vision Services FY 18-19	113,000.00
P186965	Reliance Standard Life Insurance	SOCCCD Long-Term Disability Benefits FY 18-19	110,000.00
P187249	County of Orange Auditor-Controller	IVC Parking Citation Surcharges FY 18-19	95,000.00
P187250	Department of Justice Accounting Office	IVC Livescan Fingerprinting Services FY 18-19	85,000.00
P186967	Unum Life Insurance	SOCCCD UNUM Benefits FY 18-19	70,000.00
P187403	Southern California Gas	IVC Annual Gas Service FY 18-19	60,000.00
P187349	Pacific Coachways Charter Services	IVC Bus Rental FY 18-19	56,000.00
P187194	RefPay	SC Athletics Officials Fees FY 18-19	50,000.00
P187317	Laerdal Medical Corporation	SC Simulation Manikin	49,261.03
P187041	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187116	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187120	Xerox Corporation	SC Copier Lease & Maintenance FY 18-19	45,000.00
P187316	Laerdal Medical Corporation	SC Simulation Manikin	44,805.23
P187253	Citibank	SOCCCD Gasoline Charges FY 18-19	36,500.00
P187352	CDW Government	IVC Performing Arts Center Video Wall	33,245.32
P187402	AT&T	IVC Telephone Service FY 18-19	30,000.00
P187130	Division of the State Architect	SOCCCD DSA Plan Review for IVC Parking Lot Project	27,364.97
P187038	Smart Levels Mailing & Printing	SC Contract Printing FY 18-19	25,000.00
P187039	Smart Levels Mailing & Printing	SC Community Education Printing Services FY 18-19	24,000.00
P187307	Xerox Corporation	IVC Copier Maintenance FY 18-19	21,000.00
P187256	CDW Government	IVC Laptops and Cart	20,269.27
P187308	Federal Express	SOCCCD Federal Express Charges FY 18-19	20,000.00
P187062	Ricoh	SC Copy Center Maintenance Agreement FY 18-19	19,500.00
P186973	Xerox Corporation	SOCCCD Copier Maintenance FY 18-19	18,369.55
P187357	County of Orange Auditor-Controller	IVC Telecommunications Services FY 18-19	17,509.00
P187049	Southern California Edison	SOCCCD Equipment Removal	17,147.27
P187210	Henry Schein	SC Athletic Training Supplies	16,063.40
P187456	County of Orange Auditor-Controller	IVC Communication/Radio FY 18-19	15,000.00
P187404	International E-Z Up	IVC New Logo Canopies	14,583.32
P187236	Spectrum Chemical Manufacturing Corporation	SC Chemistry Lab Supplies	14,428.05
P187451	Albertsons	SC Student Equity Program	13,965.00
P187017	Xerox Corporation	SOCCCD Copier Lease Agreement FY 18-19	12,415.15
P187225	Saddleback Bookstore	SC Student Program Summer 18	12,400.00
P187034	Kelly Paper	SC Copy Center Supplies FY 18-19	12,000.00
P187337	Wells Fargo	SOCCCD Student Registration Processing Fees	12,000.00
P187119	California Community College Athletic Association	SC CCCAA Membership FY 18-19	11,750.00
P187083	Pacwest Air Filter	IVC HVAC Supplies	11,441.08
P187350	Computrols	IVC IDEA Building HVAC Replacement Parts	10,787.41
P187143	Ingardia Brothers Produce	SC Culinary Arts Grocery Supplies FY 18-19	10,000.00
P186929	Johnstone Supply	IVC HVAC Supplies FY 18-19	10,000.00
P186978	Moore Medical	IVC Medical Supplies FY 18-19	10,000.00
P187427	Stanco Signage Systems	ATEP Signage	9,744.91
P186972	Sapphire Catering	SOCCCD Board & Special Meeting Catering FY 18-19	9,500.00
P187061	BSN Sports	IVC Women's Soccer Supplies	8,998.67
P187175	Xerox Corporation	IVC Copier Maintenance FY 18-19	8,800.00
P187200	California Community College Athletic Association	IVC CCCAA Membership FY 18-19	8,600.00
P187021	Saddleback Warehouse	SC Duplicating Center Supplies	8,448.00
P187131	Keystone Uniforms	SC Safety & Security Uniforms FY 18-19	8,000.00
P187151	Traffic Management	SC Safety & Security Parking Signs FY 18-19	8,000.00
P187142	Team Pride Athletic Apparel	SC Football Supplies	7,789.21
P187240	BSN Sports	IVC Women's Basketball Supplies	7,544.28
P187055	CherryStoneIT	SC Level Up Grant Upgrade Project	7,440.14
P186951	Micro Center	IVC Technology Services Supplies FY 18-19	7,000.00
P187390	Southern California Edison	ATEP Exterior Electricity FY 18-19	7,000.00
P187255	Uline	IVC Performing Arts Supplies FY 18-19	7,000.00
P187203	BSN Sports	IVC Baseball Supplies	6,938.46
P187220	Academic Senate for California Community Colleges	SC ASCCC Membership Dues FY 18-19	6,799.73



South Orange County Community College District

Purchase Order Ratification (Amount)

July 11, 2018 through August 1, 2018

PO Number	Supplier	Description	Amount
P187465	PJ Printers	SC Printing WALL Literary Journal	6,632.01
P187153	Assessment Technologies Institute	SC Nursing Program Testing Supplies	6,561.98
P187388	Irvine Ranch Water District	ATEP Reclaimed Water Use FY 18-19	6,000.00
P187033	Millennium Business Services	IVC Copy Center Finishing Services FY 18-19	6,000.00
P187365	BSN Sports	IVC Basketball Supplies	5,885.52
P187327	Southwest Offset Printing	SC Emeritus Class Schedule Printing Spring 19	5,860.11
P187115	Edu Business Solutions	SC Administration Software Fees	5,799.15
P187464	CherryStoneIT	SC LRC Community Arts Renovation Project	5,705.36
P187233	Fisher Scientific	SC Biology Lab Glassware	5,142.67
P187040	Fisher Scientific	SC Chemistry Supplies	5,135.39
P187450	Fontis Solutions	SC Financial Assistance Outreach Materials FY 18-19	5,000.00
P187254	Home Depot	IVC Performing Arts Supplies FY 18-19	5,000.00
P187306	Main Graphics	IVC Business Cards FY 18-19	5,000.00
P187400	McKesson Medical-Surgical	SC Cleaning and Miscellaneous Supplies FY 18-19	5,000.00
P187020	Orange County Department of Education	SOCCCD OCDOE Courier Service FY 18-19	5,000.00
P186979	Quest Diagnostics	IVC Medical Supplies FY 18-19	5,000.00
P187117	Smart Levels Mailing & Printing	SC Adult Education Printing Services FY 18-19	5,000.00
P187036	Wells Fargo	SC Facebook/Twitter Advertising Fall 18	5,000.00
P187035	Wells Fargo	SC Google Advertising Fall 18	5,000.00
P187031	Xerox Corporation	SC Xerox Supplies FY 18-19	5,000.00
Total Purchase Orders \$5,000 and above			34,404,109.21
441 Purchase Orders Under \$5,000			373,222.44
Total Purchase Orders			34,777,331.65



South Orange County Community College District

Check Ratification

July 11, 2018 through August 1, 2018

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	683	6,645,977.05
07 IVC Community Education	11	22,469.41
09 SC Community Education	41	98,013.08
12 Child Development	6	1,398.72
40 Capital Outlay	75	3,068,538.88
68 Self Insurance	2	25,893.24
71 Retiree Benefit	2	505,163.16
95 SC Associated Student Government	7	8,242.86
96 IVC Associated Student Government	6	17,617.95
Total	833	10,393,314.35

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: July 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 July 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 138 total contracts, following review by legal counsel, when appropriate.

Contract summaries have been provided for 66 contracts between \$5,000 and \$100,000 (EXHIBIT A), amounting to \$1,635,787.05. For contract values under \$5,000, an additional 63 contracts were processed amounting to \$138,966.17. The contracts combined total value of \$1,774,753.22 are submitted to the Board of Trustees for ratification, along with an additional 9 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.



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

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>Community College League of California</u> Software License Agreement – For the subscription of library databases from 7/1/2018 to 6/30/2019. Saddleback College	\$99,499.35
<u>Amtek Construction</u> Construction Services Agreement – To provide services for the Parking Lot 3 Improvements Project from 7/18/2018 to 8/17/2018. Irvine Valley College	\$94,333.00
<u>Vital Link</u> Independent Contractor Agreement – To manage the activities of the 2018 Manufacturing Month event from 7/11/2018 to 11/1/2018. Saddleback College	\$89,200.00
<u>Amtek Construction</u> Construction Services Agreement (Change Order No. 1) – No cost two month extension for DSPS Portable Project from 5/31/2018 to 7/28/2018. Irvine Valley College	\$85,333.00
<u>BrightView Landscape Services, Inc.</u> Services Agreement – To provide landscape services for ATEP from 7/1/2018 to 6/30/2019. District Services	\$75,130.00
<u>Modern Postcards</u> Professional Services Agreement – To design and mail various marketing postcards from 7/1/2018 to 6/30/2019. Saddleback College	\$75,000.00
<u>Vital Link</u> Independent Contractor Agreement (Amend No. 1) – To increase contract amount by \$29,700 due to the increased number of participants attending IVC-CTE Pathways Alignment Project through 6/30/2018. Irvine Valley College	\$58,575.00
<u>OCLC Worldshare Management Services</u> Software License Agreement – For the annual subscription of a library management system from 7/1/2018 to 6/30/2019. District Services	\$51,159.04
<u>Goodwill Industries of Orange County</u> Professional Services Agreement – For interpreting services for the hearing impaired from 7/1/2018 to 6/30/2019. Irvine Valley College	\$50,000.00

<u>Sun Environmental Engineering Services, Inc.</u> Construction Agreement (Change Order No. 1) – For additional remediation services of \$6,885 in the LRC, CDC and SSC buildings through 12/25/2018. Saddleback College	\$42,885.00
<u>iHeartMedia, Inc.</u> Professional Services Agreement – For various radio advertising campaigns from 7/1/2018 to 6/30/2019. Saddleback College	\$40,000.00
<u>Mad Science of Orange County</u> Educational Services Agreement – To provide STEM and other similar classes offered through Community Education from 7/1/2018 to 8/14/2020. Saddleback College	\$40,000.00
<u>Quick Caption</u> Professional Services Agreement (Amend No. 2) – To provide additional captioning services of \$8,025 through 6/30/2018. Irvine Valley College	\$38,025.00
<u>Pacific Clinics</u> Professional Services Agreement – To provide health services classes at Recovery Education Institute in Tustin from 7/9/2018 to 6/30/2019. Saddleback College	\$34,500.00 Revenue
<u>Three Forks, Inc.</u> Professional Services Agreement (Amend No. 1) – For additional technical support services in the amount of \$15,100 through 6/30/2018. Saddleback College	\$32,950.00
<u>ComputerLand of Silicon Valley</u> Software License Agreement – For subscription to Adobe Creative Cloud from 6/18/2018 to 6/17/2019. Irvine Valley College	\$32,547.00
<u>Blue Tiger, Inc.</u> Independent Contractor Agreement – For consulting services to design a data collection, accountability, compliance and program evaluation package for the Adult Education Block Grant and South Orange County Regional Consortium (SOCRC) from 7/1/2018 to 12/31/2018. Saddleback College	\$30,000.00
<u>Blue Tiger, Inc.</u> Professional Services Agreement – For consulting services to provide strategic planning, management and reporting assistance for the Community Education, Emeritus Institute and K-12 Partnerships from 7/1/2018 to 12/20/2018. Saddleback College	\$30,000.00

<u>Dustin Panian dba Young Rembrandts</u> Educational Services Agreement – To provide drawing and similar classes offered through Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$30,000.00
<u>Red Canary</u> Software License Subscription – To provide phase two deployment of security software services from 6/27/2018 to 11/27/2018. District Services	\$29,169.00
<u>TAIT & Associates, Inc.</u> Consultant Services Agreement (Amend No.1) – No cost six month extension to provide land surveyor services for the IVC Parking Lot Phase 1A and Solar Shade Projects through 12/31/2018. District Services	\$27,300.00
<u>Goodwill Industries of Orange County</u> Professional Services Agreement – To provide interpreting services for the hearing impaired from 7/1/2018 to 6/30/2020. Saddleback College	\$26,000.00
<u>GMS Elevator Service</u> Maintenance Service Agreement – To provide annual maintenance service of elevators from 7/1/2018 to 6/30/2019. Irvine Valley College	\$24,100.00
<u>TAIT & Associates, Inc.</u> Consultant Services Agreement (Amend No.1) – No cost six month extension to provide land surveyor services for the IVC Health Center-Concession Project through 12/31/2018. District Services	\$23,200.00
<u>Saddleback Valley Unified School District</u> Facility Use Agreement – For the use of Mission Viejo High School Football Stadium by the athletics department from 9/1/2018 to 11/3/2018. Saddleback College	\$22,775.00
<u>Academic Bridge Academy</u> Educational Services Agreement (Amend No. 1) – To increase contract value by \$11,000 for transitional classes offered through Community Education through 8/3/2019. Saddleback College	\$22,500.00
<u>Economic Modeling, LLC</u> Software Subscription Agreement – For labor market research software from 7/1/2018 to 6/30/2019. District Services	\$20,000.00
<u>Regents of the University of California</u> Facility Use Agreement – For the Great Teachers Retreat at Lake Arrowhead UCLA Conference Center from 1/9/2019 to 1/11/2019. Saddleback College	\$19,500.00

<u>Glacier Communications</u> Advertising Services Agreement – To provide a marketing campaign to graduating high school students using social media and to advertise in local area high schools from 9/1/2018 to 6/7/2019. Irvine Valley College	\$18,500.00
<u>Education 2 Go</u> Educational Services Agreement – For various on-line continuing education classes from 7/1/2018 to 6/30/2020. Saddleback College	\$15,000.00
<u>Strategic Kids, LLC</u> Educational Services Agreement – To provide STEM classes using LEGOs through programs offered by Community Education from 7/1/2018 to 8/14/2020. Saddleback College	\$15,000.00
<u>Avalon Tent and Party Corporation</u> Field Services Agreement – To provide equipment rental for various events on campus from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>Emcor Service Mesa Energy Systems</u> Field Services Agreement – To provide HVAC repairs and services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>Gilbert & Stearn, Inc.</u> Field Service Agreement – To provide electrical services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>GMS Elevator Services</u> Field Services Agreement – To provide elevator repairs and service from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>Pacific Plumbing</u> Field Services Agreement – To provide plumbing repairs and services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>Quezada Pro Tree Service</u> Field Services Agreement – To provide tree and landscaping services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>VFS Fire and Security Services</u> Field Services Agreement – To provide fire alarm system repair services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00

<u>Latino Center for Prevention and Action dba Latino Health Access</u> Independent Contractor Agreement – To provide foster parent training through the Foster and Kinship Care Education Program from 7/1/2018 to 6/30/2019. Saddleback College	\$14,260.00
<u>IBM Corporation</u> Software License Agreement – For a subscription of Statistical Package for Social Sciences (SPSS), a statistical analysis and data research software, from 8/2/2018 to 8/31/2019. Saddleback College	\$14,185.16
<u>First Student, Inc.</u> Independent Contractor Agreement – To provide daily transportation services for Adult Education with Disabilities students from Vocational Vision, and adult education facility, to Silverado High School from 7/2/2018 to 6/30/2019. Saddleback College	\$13,000.00
<u>Camp Cedar Glen</u> Facility Use Agreement – For Associated Student Government's fall leadership training retreat from 10/13/2018 to 10/14/2018. Irvine Valley College-ASIVC	\$12,091.00
<u>Vital Link</u> Independent Contractor Agreement – To provide payment processing services for the Strong Workforce Fund Regional Project from 6/11/2018 to 8/11/2018. Irvine Valley College	\$12,056.00
<u>Presto Sports</u> Software License Agreement – To provide website hosting services for the athletics department from 8/15/2018 to 8/14/2021. Saddleback College	\$11,850.00
<u>VFS Fire and Security Services</u> Field Services Agreement – For the annual fire sprinkler testing and inspection services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$11,040.00
<u>Zapp Pest Management</u> Field Services Agreement – To provide pest control services from 7/1/2018 from 6/30/2019. Irvine Valley College	\$10,490.00
<u>Airport Van Rental</u> Field Services Agreement – For car rental services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$10,000.00
<u>Aventura Sailing Association, Inc.</u> Independent Contractor Agreement – For the rental of sailboats to support the Marine Science Technology classes from 7/1/2018 to 6/30/2021. Saddleback College	\$10,000.00

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

<u>WSP USA, Inc.</u> Labor Compliance Services Agreement (Amend No. 2) – No cost twelve month extension for the Baseball Field Bleachers Replacement Project through 3/12/2019. Saddleback College	\$8,770.00
<u>C.E.M Lab Corp.</u> Consultant Services Agreement – To provide inspection services for the Performing Arts Center Defects Project from 6/14/2018 to 9/30/2018. Irvine Valley College	\$7,890.00
<u>Paragon System, Inc.</u> Field Services Agreement – For cable installation services in the Learning Resource Center from 7/18/2018 to 7/20/2018. Saddleback College	\$7,775.00
<u>SARS Software Products, Inc.</u> Software License Agreement – For an appointment scheduling software subscription from 7/1/2018 to 6/30/2019. Saddleback College	\$7,760.00
<u>Securitas Electronic Security, Inc.</u> Service Agreement – To repair the Health Science Building door-lock system from 7/1/2018 to 6/30/2019. District Services	\$7,536.00
<u>Yorba Linda Country Club</u> Facility Use Agreement – For the use of facility to host the Men's Golf Regional Preview on 3/18/2019. Irvine Valley College-Foundation	\$7,500.00
<u>Pacific Parking System, Inc.</u> Independent Contractor Agreement – For the annual maintenance of parking permit machines from 7/1/2018 to 6/30/2019. Saddleback College	\$7,200.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance services for the Interior LED Lighting and Controls Retrofit Project from 7/1/2018 to 7/9/2019. Saddleback College	\$7,200.00
<u>Master Notary Academy</u> Educational Services Agreement – To provide notary public training classes offered through Community Education from 7/1/2018 to 8/31/2020. Saddleback College	\$7,000.00
<u>IBM Corp.</u> Software License Agreement – For SPSS, a subscription of statistical analysis and data research software from 8/2/2018 to 8/31/2019. Irvine Valley College	\$6,874.50

<u>WikiTHINK</u> Educational Services Agreement – To provide STEM classes using LEGOs through programs offered by Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$6,500.00
<u>SARS Software Products, Inc.</u> Software License Agreement – For software subscription to alert students of campus appointments from 7/1/2018 to 6/30/2019. Saddleback College	\$6,300.00
<u>Herbalife Nutrition</u> Educational Services Agreement – To provide Vocational English to Herbalife employees from 7/14/2018 to 8/25/2018. Saddleback College	\$6,236.00 Revenue
<u>Pacific Road USA</u> Instructional Services Agreement – To provide health and safety training to students of Pacific Road USA on 10/13/2018. Saddleback College	\$5,100.00 Revenue
<u>Andes Translations, LLC</u> Independent Contractor Agreement – For translation services of marketing materials from 7/1/2018 to 6/30/2019. Irvine Valley College	\$5,000.00
<u>Art Just Create It</u> Educational Services Agreement – To provide pottery classes offered through Community Education from 7/2/2018 to 6/30/2019. Saddleback College	\$5,000.00
<u>Live Free Apparel</u> Independent Contractor Agreement – For printing and embroidery services for the Office of Student Life and Equity Programs from 7/16/2018 to 6/30/2019. Irvine Valley College-ASIVC	\$5,000.00
<u>Kidentrepreneurship.com</u> Educational Services Agreement – To provide Entrepreneur for Kids classes offered through Community Education from 7/1/2018 to 6/30/2020. Saddleback College	\$5,000.00



July 2018
Contracts with Values of \$0

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>Betty Welland</u> Independent Contractor Agreement – To provide instruction for Foster Kinship Care Education from 7/1/2018 to 6/20/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Casa del Sol</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 7/25/2018. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Casa del Sol</u> Facility Use Agreement – To provide a location for Emeritus classes from 8/20/2018 to 12/19/2018. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Norman P. Murray Community and Senior Center</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Palisade United Methodist Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 6/1/2018 to 5/31/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>San Clemente Villas by the Sea</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>St. George's Episcopal Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>Sublime Wellness Center</u> Clinical Affiliation Agreement – To provide college students with medical assisting internships from 7/1/2018 to 6/30/2023. <div style="text-align: right;">Saddleback College</div>	\$0.00
<u>The Regency</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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Energy Services Public Hearing

ACTION: Public Hearing

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy service contracts, based on terms and conditions which the governing board determines is in the best interest of the district, and provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, and is publically displayed at Saddleback College, Irvine Valley College and the ATEP IDEA building.

District staff has identified a project to replace existing interior lighting fixtures with new energy efficient LED fixtures, and install new controls, for more efficient lighting, heating ventilation and air conditioning at Irvine Valley College.

The Board of Trustees will hold a public hearing, at its regularly scheduled meeting, to consider the project before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments, with regard to the Irvine Valley College Energy Service Contract, to replace the interior lighting fixtures with new energy efficient LED fixtures and install new controls for more efficient lighting, heating ventilation and air conditioning at Irvine Valley College.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Adopt Resolution No. 18-19, Authorizing Entering into an Energy Service Contract

ACTION: Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy service contracts based on terms and conditions which the governing board determines is in the best interest of the district, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

District staff has identified a project to replace existing interior lighting fixtures with new energy efficient LED fixtures and to install new controls for more efficient lighting, heating ventilation and air conditioning at Irvine Valley College.

STATUS

Staff recommends the Board authorize entering into an Energy Service Contract for the Irvine Valley College Prop 39 Clean Energy project (EXHIBIT A).

Proposition 39, the California Clean Energy Jobs Act, funds are available for this project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-19 (EXHIBIT A) to authorize entering into an Energy Service Contract, for the Irvine Valley College Prop 39 Clean Energy project.

RESOLUTION NO. 18-19

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZE ENTERING INTO AN ENERGY SERVICE CONTRACT AT IRVINE VALLEY COLLEGE
PROP 39 CLEAN ENERGY PROJECT

AUGUST 27, 2018

WHEREAS, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases: and

WHEREAS, District staff in connection with Southern California Edison and their consultants, have completed an assessment of the existing interior lighting fixtures, heating ventilation and air conditioning systems, and associated controls at the Library and Business Sciences and Technology Innovation Center at Irvine Valley College and have determined that replacement of the fixtures with LED fixtures and new wireless lighting and HVAC controls, will provide energy conservation to the district in the approximate amount of \$57,926 annually; and,

WHEREAS, on August 27, 2018, pursuant to Government Code Section 4217.10 *et seq.*, the Board held a public hearing at a regularly scheduled Board meeting, with respect to the district entering into an energy service contract; and,

WHEREAS, based upon review by district staff, college staff and consultants, the anticipated cost to the district for the electrical utilities for the new lighting fixtures, retrofit light fixtures, and lighting and HVAC controls will be less than the anticipated marginal cost to the district for same utilities that would have been consumed in the absence of this energy conservation project; and,

WHEREAS, the district desires to enter into an energy service contract, to retrofit interior lighting fixtures, lighting and HVAC wireless controls.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby finds that:

1. The above recitals are true and correct.
2. The district held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
3. Based on all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the

- best interest of the district to enter into an energy service contract for the implementation of the Irvine Valley College Prop 39 Clean Energy project.
4. The district's Vice Chancellor of Business Services and designees are authorized to take all steps and perform all actions necessary to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 27, 2018.

Timothy Jemal, President

Marcia Milchiker, Vice President

T.J. Prendergast III, Clerk

James R. Wright, Member

David B. Lang, Member

Barbara J. Jay, Member

Terri Whitt, Member

Kathleen F. Burke, Chancellor
And Secretary to the Governing Board

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Award of Energy Services Contract, Amtek Construction

ACTION: Approval

BACKGROUND

Government Code Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board has approved a resolution authorizing the use of an energy service contract, for the Irvine Valley College Prop 39 Clean Energy project.

Under GC 4217.12 the Board must find that the anticipated cost to the district for conservation services, provided under this agreement, will be less than the anticipated cost to the district of thermal, electrical, or other energy that would have been consumed by the district, in the absence of these purchases. The annual yearly savings (EXHIBIT A) is approximately \$57,926.

STATUS

On June 29, 2018 and July 6, 2018, SOCCCD ran a newspaper advertisement for consideration of energy services, for the Prop 39 Clean Energy project at IVC. On July 11, 2018, three bidders attended the non-mandatory job walk and two firms provided proposals on July 25, 2018. Criteria for selection includes: experience with similar lighting and controls projects, approach to equipment procurement, validated completion date for December 14, 2018, commissioning, suggested project improvement, and the assurance that fees are fair and reasonable (EXHIBIT B). Staff recommends award of the Energy Services agreement (EXHIBIT C) to Amtek Construction, in the amount of \$600,932, as best value to the district.

Proposition 39 (the California Clean Energy Jobs Act) funds are available for this project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Energy Services agreement (EXHIBIT C) with Amtek Construction, for the Irvine Valley College Prop 39 Clean Energy project, in the amount of \$600,932.

**Prop 39 Clean Energy Project
Energy Services
Irvine Valley College**

August 27, 2018

Based upon the inspection form, site visit and rough savings calculation, Southern California Edison provided the following estimate of energy conservation for the replacement of interior lighting fixtures with new energy efficient LED fixtures and installation of new controls, for more efficient lighting, heating ventilation and air conditioning at Irvine Valley College:

Electricity Savings: **322,245 kWh/yr**

Annual yearly utility savings: Approximately **\$57,926** per year.

**Prop 39 Clean Energy Project
Energy Services
Irvine Valley College**

August 27, 2018

COMPANY	CITY	SUBMITTER'S NAME	TECHNICAL RATING	HARD COSTS FROM \$600,932 MAP¹
² Amtek Construction	Whittier, CA	Alan Sayce	1224	\$329,713
³ Indoor Environmental Services, Inc.	Sacramento, CA	Desiree Escandon	262	Not Provided

¹Maximum Allowable Price set by the District

²Recommended Award

³Proposal did not fully respond to the RFP requirements and was considered non-responsive.

AGREEMENT: PROP 39 CLEAN ENERGY PROJECT, IRVINE VALLEY COLLEGE

This AGREEMENT, dated the 27th day of August 2018, in the County of Orange, State of California, is by and between South Orange County Community College DISTRICT (hereinafter referred to as "DISTRICT") and Amtek Construction, 12409 Slauson Avenue, Suite I, Whittier, CA 90606 (562) 696-7111 (hereinafter referred to as "CONTRACTOR").

ARTICLE 1 DEFINITIONS

- 1.1. Capitalized terms used in the Contract Documents, including but not limited to the Request for Proposals, Designation of Subcontractors, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein, shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

ARTICLE 2 THE WORK

- 2.1. **Scope of Work.** CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.
- 2.2. **Standard of Performance.** In addition to and without limiting CONTRACTOR'S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:
 - a. comply with the requirements of the Contract Documents;
 - b. comply with Applicable Laws;
 - c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

- d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

ARTICLE 3 CONTRACT TIME

- 3.1. **Notice to Proceed.** No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.
- 3.2. **Contract Time.**
 - a. Construction. CONTRACTOR shall achieve Completion of the entire Work not later than 102 Calendar Days after Notice to Proceed.
- 3.3. **Liquidated Damages to DISTRICT.**
 - a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this Section 3.4.
 - b. Daily Rate. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT, as liquidated damages, the amount of One Thousand Dollars (\$1,000) per Day, for each Day occurring after the expiration of the Contract Time for Completion, until the CONTRACTOR achieves Completion of the entire Work.
 - c. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
 - d. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
 - e. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
 - f. Not a Limitation. DISTRICT'S rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT, in the event of CONTRACTOR Default, other than a failure to Complete the Work within the Contract Time; or (2)

DISTRICT'S right to order an acceleration, at CONTRACTOR'S Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.4. Liquidated Damages to Contractor.

- a. CONTRACTOR'S Right. DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Sub-consultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this Section 3.5.
- b. Daily Rate. The Contract Sum shall be increased by the sum of One Thousand Dollars (\$1,000) per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.
- c. Payment by DISTRICT. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT'S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.
- d. Exclusive Remedy. Liquidated damages payable pursuant to this Section 3.5 constitute the CONTRACTOR'S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Sub-consultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.
- e. Deleted Work. In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

ARTICLE 4 CONTRACT SUM

4.1. Firm Fixed Price Contract.

- a. Price. DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR'S complete performance of the Work in accordance with the Contract Documents. In no event, however, shall the Firm Fixed Price be greater than the Maximum Allowable Price

(MAP) of engineer's estimate reflects Six Hundred Thousand Nine Hundred and Thirty-Two and 00/100 Dollars (\$600,932) actual value to be determined at final contract negotiation. The MAP is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for Construction Services, Fee, and Hard Costs as defined below.

1. Maximum Allowable Price (MAP). This is the advertised price that is the maximum amount contained in the DISTRICT'S budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, in collaboration with the DISTRICT, will not be exceeded when establishing the Lump Sum Price.
 2. Fixed Fees. Fixed fees include Pre-Construction, Construction Services and Fee, as defined below.
 3. Open Book Buyout of Subcontracts. This shall be accomplished collaboratively with the DISTRICT. The final Hard Costs amount will be included in the Lump Sum Price.
- b. Design and Pre-Construction Services. The total fixed sum payable for Design and Pre-Construction Services shall be Twenty Thousand and 00/100 dollars (\$20,000) subject to adjustment by Change Order, according to terms of the Contract Documents. This amount shall be incorporated into the Lump Sum Price as stipulated in this Article 4.1. The amount payable to the CONTRACTOR in the event that the Agreement is terminated prior to commencement of construction shall be limited to a prorated amount of the Design and Preconstruction Services, based on the percentage of acceptable completion of the Construction Documents that has been accomplished by CONTRACTOR at the time of such termination.
- c. Construction Services. The total sum payable for Construction Services shall not exceed Seventy Two Thousand, Four Hundred and Twenty Eight and 00/100 (\$72,428). These sums are incorporated into the MAP as stipulated in Article 4.1.
- d. Fee. The Fee payable to the CONTRACTOR shall not exceed Thirty Thousand and 00/100 (\$30,000). These sums are incorporated into the MAP as stipulated in Article 4.1.
- e. Hard Costs. The total sum payable for Hard Costs shall not exceed Three Hundred and Twenty Nine Thousand, Seven Hundred and Thirteen and 00/100 (\$329,713). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1, and include 2% DISTRICT allowance.
- f. District Controlled Allowance. The amount controlled by and for use by the DISTRICT which may be used throughout the course of design and construction to augment the scope of work including maximizing the addition of new HVAC controls and is equal to

One Hundred Forty-Eight Thousand, Seven Hundred Ninety-One dollars and 00/100 (\$148,791).

- g. All Inclusive Lump-Sum Price. This shall be the sum total of Fixed Fees and final Hard Costs established through this proposal process and at the end of Contract negotiation. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of, or related to, the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

ARTICLE 5 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.

- 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 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1. **List of Contract Documents.** The Contract Documents, include, without limitation, the following:
- a. **Project Criteria.** The Project Criteria set forth in the RFQ & P Documents.
 - b. **RFQ & P Documents.** The RFQ & P Documents and Addenda, with the exception of Approved Deviations.
 - c. **Proposal.** The CONTRACTOR'S written responses to the RFQ & P, including its Proposal. The Contract Documents shall not include any portion of the Proposal that deviates from the Project's Defined Scope, program or criteria.
 - d. **Agreement.** This executed Agreement between DISTRICT and CONTRACTOR.
 - e. **General Conditions.** The General Conditions to the Agreement.
 - f. **Division One Requirement.** The Division One Requirements to the Agreement.
 - g. **General Requirements, Supplemental and Special Conditions.** Any General Requirements and Supplemental and Special Conditions.
 - h. **Final Construction Documents.** The Final Construction Drawings and Technical Specifications to be hereafter prepared by the CONTRACTOR and its Sub-consultants that are accepted by the DISTRICT and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.
 - i. **Addenda.** All Addenda associated with the completed set of contract documents.
 - j. **Reference Documents.** All Reference Documents associated with the completed set of contract documents.

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 _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California, 95826.

"DISTRICT"
South Orange County Community College District

"CONTRACTOR"
Amtek Construction

By: _____
Ann-Marie Gabel
Vice Chancellor of Business Services

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Contractor's License No.

Tax ID

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

Attachment A – Annual Utility Savings

Attachment A – Annual Utility Savings

**Prop 39 Clean Energy Project
Energy Services
Irvine Valley College**

August 27, 2018

Based upon the inspection form, site visit and rough savings calculation, Southern California Edison provided the following estimate of energy conservation for the replacement of interior lighting fixtures with new energy efficient LED fixtures and installation of new controls, for more efficient lighting, heating ventilation and air conditioning at Irvine Valley College:

Electricity Savings: **322,245 kWh/yr**

Annual yearly utility savings: Approximately **\$57,926** per year.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopted Budget for Fiscal Year 2018-2019

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that each September the Board of Trustees of each community college district shall adopt a final budget. Enclosed for approval is the proposed Adopted Budget for the FY 2018-2019. As required by Section 58301 of Title 5, this document has been available for public inspection at each college library.

STATUS

On June 25, 2018, the Board of Trustees approved a Tentative Budget for FY 2018-2019. Since that time, total unrestricted resources have increased from \$304,219,465 to \$328,308,293. The unrestricted General Fund ending balance on June 30, 2018 is \$61,168,571. The District Reserve for economic uncertainties has been set at 7.5% (\$13,858,716).

The SOCCCD Adopted Budget for FY 2018-2019 will be presented with additional highlights (EXHIBIT B).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2018-2019 Adopted Budget as presented in EXHIBIT A.



ADOPTED BUDGET

FY 2018-2019

August 27, 2018

Presented By:
Ann-Marie Gabel
Vice Chancellor, Business Services



THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained relatively stable. Total student headcount for spring 2018 is over 42,000 and resident full time equivalent students (FTES) for FY 2017-2018 is nearly 27,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,000 employees consisting of faculty, administrators, managers, classified staff, and police.

Budget Outlook: The district is projecting tight operating budgets over the next several years as a result of costs increasing at a higher rate than projected revenue. Although we have decentralized budget planning, joint meetings with the colleges and district services are taking place to discuss district-wide budget impacts and strategies. These strategies include using a multi-year approach to planning, distinguishing between ongoing and one-time revenues to align with expenses, implementing efficiencies to improve services and lower costs, thoroughly evaluating/assessing all positions as they become vacant, and expanding resource development to supplement revenue. The district is also realizing savings from the early retirement incentive program offered last year.

Planning Efforts: During the last several years, great strides have been made to the district-wide planning and budgeting processes. In response to accreditation recommendations, the district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

Major Capital Projects: Major projects at Saddleback College include: a) Advanced Technology and Applied Sciences (ATAS) Building – begin design; b) Athletic Stadium – construction; c) Interior LED Lighting and Controls retrofit – construction; d) Accessible ramp from parking lot 9 – construction; e) Data Center Phase II – construction; f) PE 100, 208, & 300 – pre-design; and g) Access Control – design and construction.

Irvine Valley College projects include: a) Parking Lot, Phase I and II with solar – construction; b) Health Center/Concessions – construction; c) Performing Arts Center Construction Defects – construction; d) B300 Exterior Improvements – construction, e) Access Control - design; e) B200 – Physical Sciences – design; and f) Soccer and Practice Fields – pre-design.

ATEP projects include: a) ATEP Signage project – bid/award.

On a district-wide basis, projects include: a) Sustainability Plan, Phase II; b) Technology Consultant for capital projects; c) ADA Transition Plan, Phase II; d) Infrastructure Mapping; and e) Saddleback Sciences and Math and Technology Applied Sciences (TAS) Buildings Assessment and IVC Structural Analysis services.

Major Technology Initiatives: This year's approved basic aid technology projects recommended by the District-wide Technology Committee (DTC) fall into three major categories. The first category is enterprise resource planning (ERP) software, such as Workday's cloud-based software for human capital management/finance and SOCCCD's internally created Student Information System (SIS). This category includes funds reserved to implement unfunded statewide mandates.

The second category consists of major district-wide technology projects such as SIS system health, improvements to the My Academic Plan (MAP) academic planning software, curriculum management system, registration restriction module, automated student assistant, and increased security protections.

The final category consists of college requested items such as network access controls, server hardware refresh, and upgrades to faculty/staff computers and classroom technology.

State Budget and the Community College System: The Governor approved the final state budget on June 27, 2018. The overall allocation for Proposition 98 funding is \$78.4 billion with the statutory split of 10.93% going to community colleges. The Governor is predicting continued economic expansions with relatively low unemployment rates over the next few years. For community colleges, the budget provides an approximate increase of \$378 million over last year.

The biggest budget impact is the creation of a new funding formula, the Student Centered Funding Formula (SCFF), beginning in FY 2018-2019 comprised of a base allocation calculated on credit FTES (70%), a supplemental allocation calculated on low-income students (20%) and a student success incentive allocation calculated on various completion metrics (10%). The percentages will shift over a three-year period to 60%, 20% and 20%. The budget also provides districts with a funding guarantee (hold-harmless) for three years including at least a COLA increase.

The passage of Proposition 55 in fall of 2016 continues to provide Educational Protection Account (EPA) funds through December 31, 2030.

Some of the budget highlights that relate to community colleges are:

- Enrollment fees remain at \$46 per unit
- 2.71% COLA tied to the new funding formula (\$173.1 million)

- \$151.3 million base augmentation for apportionments tied to the new funding formula
- \$58.7 million hold-harmless funds tied to the new funding formula
- \$46 million for California College Promise Program
- \$50 million to increase full-time faculty
- \$50 million for part-time faculty office hours (one-time funds)
- \$28 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance (one-time funds)
- Consolidation of certain categorical programs to create efficiencies

SOCCCD Budget: The SOCCCD budget for all funds totals over \$935 million, which is comprised of \$479 million in beginning fund balances and \$457 million in revenue. Our total budgeted expenditures is \$717 million and we anticipate spending down our reserves by \$260 million leaving \$219 million in ending fund balance. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative. The district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue.

Although SOCCCD does not receive state apportionment, proposed changes to the funding formula do have an impact on other proposed allocations, such as scheduled maintenance and instructional equipment.

Due to the uncertainty of the impact of the new funding formula, the district continues to follow the SB361 funding formula for the FY 2018-2019 budget. The state COLA of 2.71% provided \$4.0 million in additional funding. This aligns with the hold-harmless plus COLA provided in the new funding formula.

The major changes between the tentative budget and the adopted budget include an increase in the beginning balance (\$12M) and an increase in the property tax estimates (\$4M).

District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget has decreased slightly to fall within our recommended budget target of 86% - 88%. This indicator demonstrates the need for future budget vigilance since the decrease seen this year is a result of the early retirement incentive provided. Furthermore, the budget only includes negotiated salary increases for CSEA as the other units have not completed their negotiations. As a result, we expect this percentage to increase next year.

STRS and PERS rates are anticipated to increase significantly over the next four years and beyond. STRS rate increases have already been set by the legislature through 2021. PERS rates are set each year by the PERS Board. For FY 2018-2019, the increased costs over the prior year is estimated at \$2.3 million. This will grow an additional \$4.3 million by FY 2021-2022. The Board has approved participation in a Pension Stabilization Fund to offset these

increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with additional deposits of \$12.6M in FY 2016-2017 and FY 2017-2018. The funds continue to earn interest and should be sufficient to fund the increased costs through FY 2021-2022.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total approximately \$69 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use. These funds are allocated in the budget based on the recommendations from BAARC that were approved at the May 21, 2018 board meeting.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Saddleback College

Saddleback College recognized the need to intensify its fiscal stewardship efforts when enrollments began to weaken in 2012. Since that time, the College stabilized enrollment while taking steps to carefully control the addition of ongoing expenditures. The College resource request process ensures new expenditure requests are identified as such, and that these requests are given extra scrutiny. Additionally, with the full support of College constituent groups, the College has strategically generated large ending balances to allow time for the College to bring ongoing income in line with ongoing expenditures. Saddleback finished the 2017-2018 fiscal year with an ending balance of \$11,041,409. The College was able to achieve this fiscally prudent balance, in part, by saving \$2,882,681 with the Early Retirement Incentive Program.

The budget challenges now faced by Saddleback are twofold: a reduction in income due to not meeting funded enrollment growth targets, and personnel costs that have increased at a higher rate than income. Due to its current ending balance, the College will be able to continue strengthening its key programs, and enhance them via new initiatives, such as College Promise and Guided Pathways, thereby furthering its ability to improve enrollments and student success while realigning its expenditure budget.

The recent Early Retirement Incentive Program provided a fiscal opportunity that the College has embraced. We are reviewing structure and position replacements with an eye towards efficiency and achieving College goals for the future. We are working collegially with the Academic Senate in a strategic review of vacant faculty positions taking into consideration student needs, program demands and enrollment. Other measures include overall College efficiencies, establishing internal efficiency standards, and the creation and execution of a comprehensive enrollment management plan. The latter includes components for student success; outreach; retention; online offerings; scheduling effectiveness; K-12 partnerships; adult education and career pathways.

The College's strategic planning process will continue to substantially drive budget decisions, and our goal is to maintain instructional, student service and operational integrity while ensuring the effective and efficient utilization of those funds allocated to the College. In so doing, the College will continue strategic use of data to inform decision making.

Irvine Valley College

Irvine Valley College (IVC) successfully submitted a balanced FY 2018-2019 budget. IVC continues to offer highly efficient instruction while achieving its FTES targets. Although many colleges in the California Community College system are experiencing enrollment declines, a strong local demand has allowed IVC to maintain moderate, sustainable enrollment growth. Partly contributing to this growth are the non-resident student enrollments, which look particularly strong. With the Board approved reduction in the non-resident tuition rate effective fall 2018, further enrollment growth is projected in this area.

One of the great challenges ahead is the implementation of the new state funding formula. While the short- and long-term impacts of the formula are being finalized, IVC will continue working with District Services and Saddleback College to integrate the new formula into the DRAC model.

Another adjustment issued from the State Chancellor's Office is the consolidation of funding for SSSP, SEP, and BSI. IVC hopes the transition to one funding source and one report will allow for concentrated and seamless efforts in serving the student body as needed. In recent years, IVC has received a number of new funding opportunities in such areas as veteran's services, mental health, and equity. One such new program is the Promise Program being implemented pursuant to AB 19. IVC's share of the Promise Program is \$795,000. These dollars will go a long way to accomplish the goals set by AB 19, namely, increasing the number of high school students joining the college directly from high school, increasing the percentage of students who earn associate degrees or career technical education certificates, increasing transfer rates, and reducing and eliminating achievement gaps from underrepresented groups.

Looking Ahead: As a result of the new SCFF, DRAC will be working this fall to determine the impact on the DRAC funding model. The district will also closely monitor Proposition 5, a property tax transfer initiative, which, if passed in November, could have a substantial impact on the amount of property tax revenues received in the future.

Chancellor Burke has reviewed the budget and confirms that it is balanced as is required by law.

Ann-Marie Gabel

Vice Chancellor, Business Services

South Orange County Community College District

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional Certificates of Participation (COP), or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and college business officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

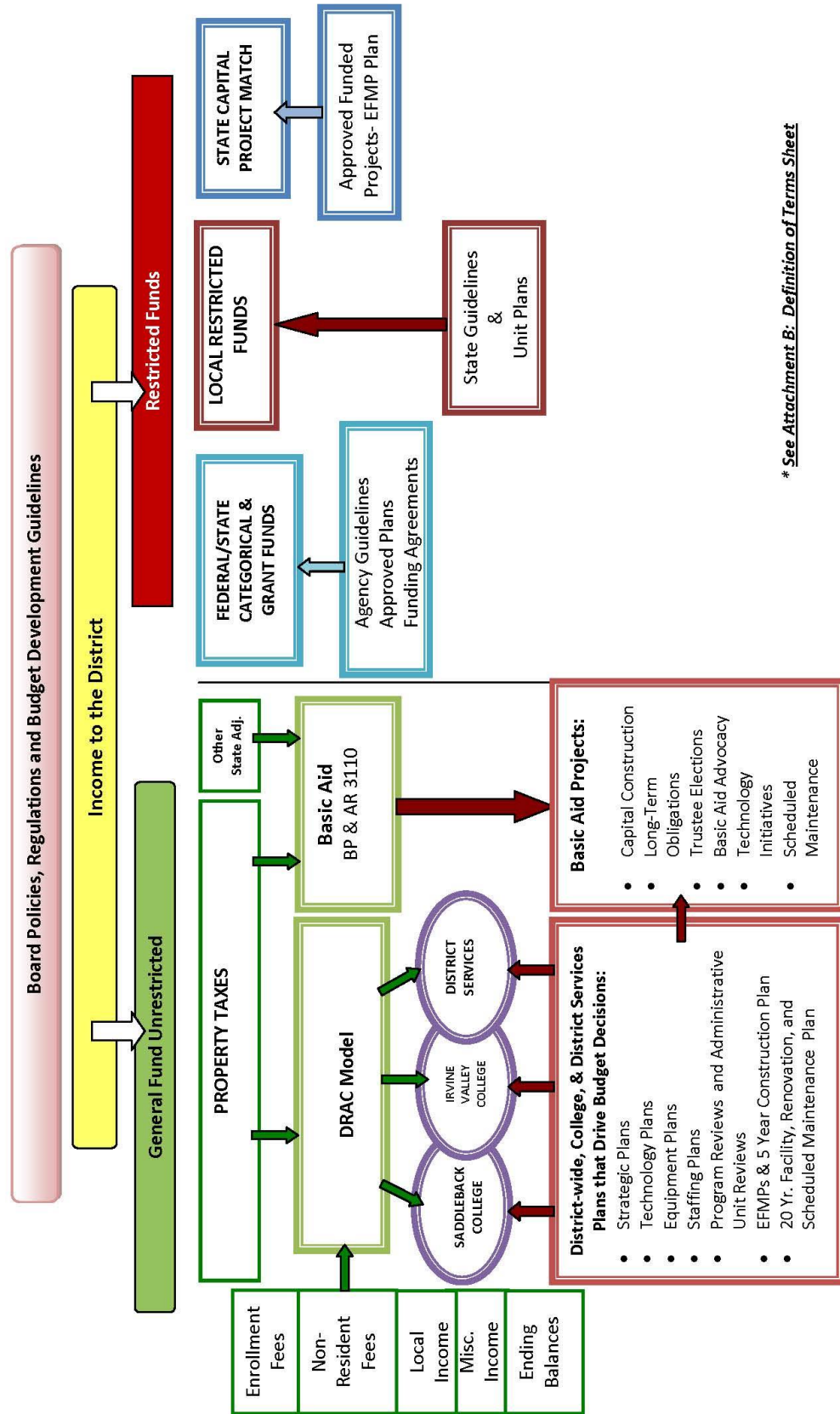
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by the California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS



d/f 8/11/2011

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS (BEGINNING FUND BALANCE & REVENUES)

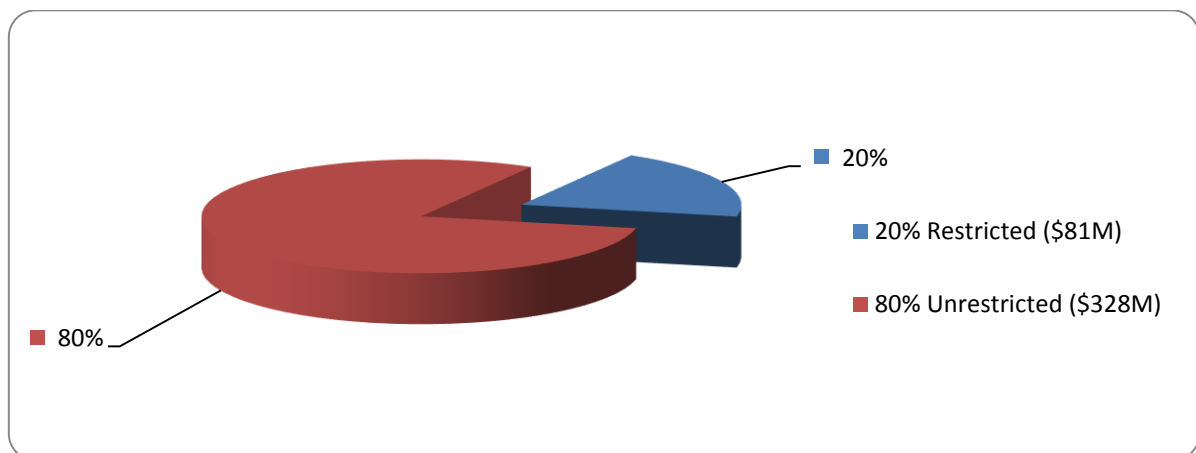
Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 115,894,831	\$51,433,033	\$167,327,864
Irvine Valley College	\$ 68,449,650	\$25,282,639	\$ 93,732,289
District Services	\$ 21,031,766	\$ 4,672,092	\$ 25,703,858
District-wide General Expense	\$ 7,369,272		\$ 7,369,272
Part-Time Faculty Parity Funds	\$ 572,131		\$ 572,131
Basic Aid Allocation/Transfer**	\$ 77,284,696		\$ 77,284,696
Basic Aid Contingency	\$ 23,847,231		\$ 23,847,231
Reserves for Economic Uncertainties	\$ 13,858,716		\$ 13,858,716
TOTALS	<u>\$ 328,308,293</u>	<u>\$ 81,387,764</u>	<u>\$409,696,057</u>

* See pages 22 through 28 (Total of revenue, expenses and ending balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$7.5M) is in the Capital Outlay Fund.

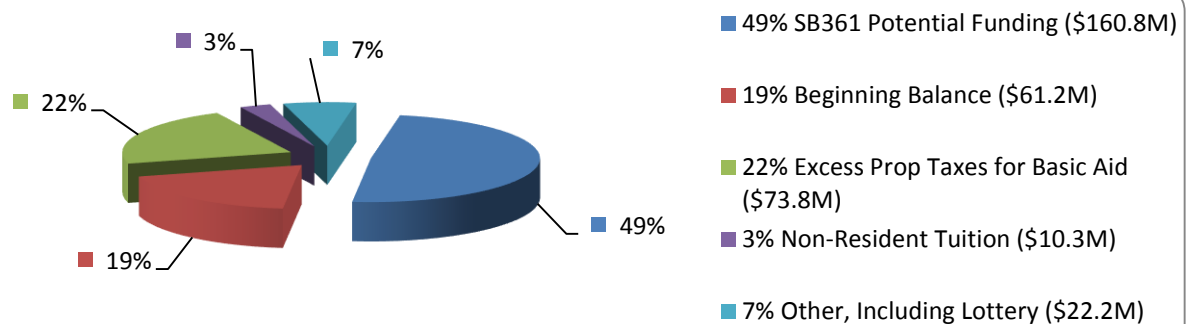
GENERAL FUND REVENUE

The general fund, which totals \$409 million in beginning balances and revenues, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

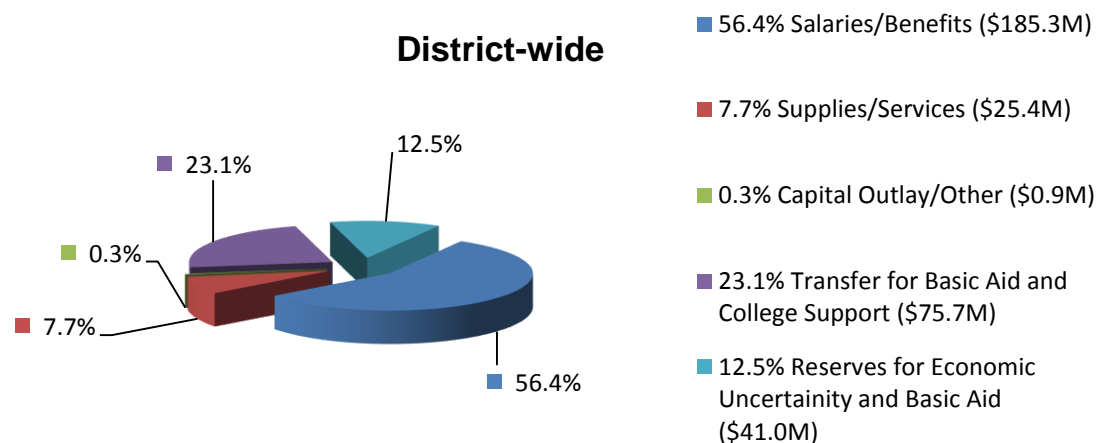


UNRESTRICTED GENERAL FUND REVENUE

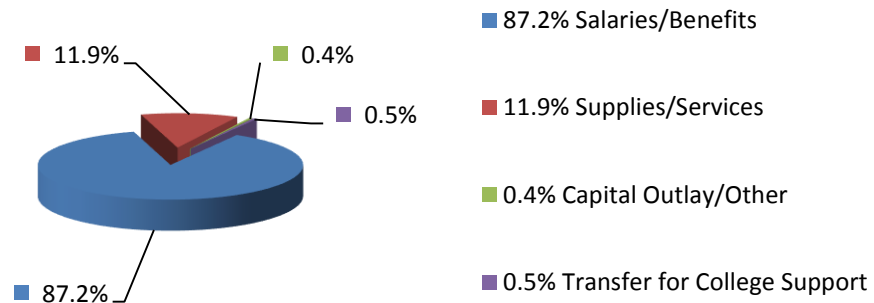
The largest segment of the general fund is the *unrestricted portion* which totals \$328 million and accounts for resources for the general purpose programs of the District (80% of the activity). This is an increase of \$25 million over last year due primarily to an increase in property taxes and the beginning balance. Of the resources, 49% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2018-2019 Basic Aid (22%), Non-Resident Tuition (3%), and other sources, including EPA funds and Lottery (7%). The beginning balance, carried forward from the prior year, is 19% of available unrestricted funds.



UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES

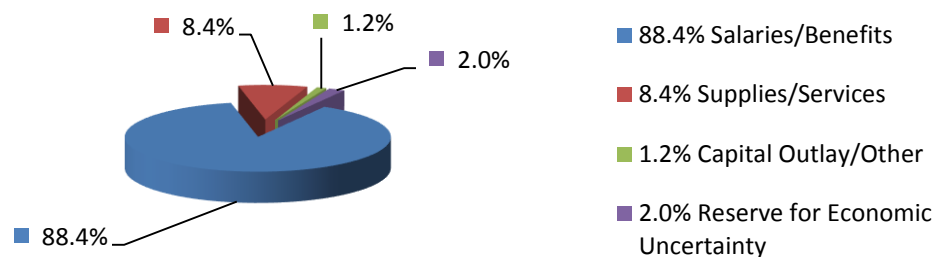


District-wide without Reserves and Basid Aid

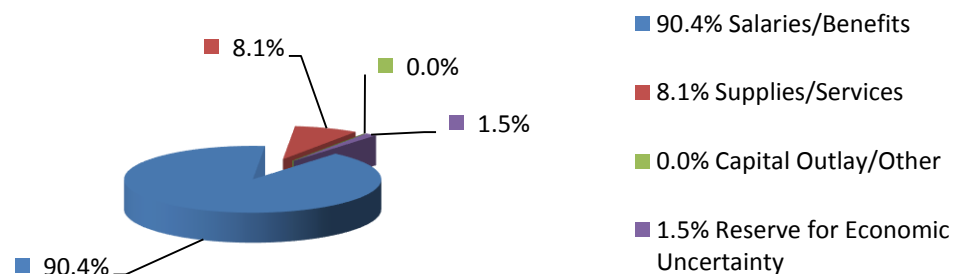


Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 88.4% of its operating budget (up from 87.4%) and Irvine Valley College salaries and benefits equal 90.4% of its operating budget (down from 92.2%). District Services salaries and benefits decreased from 84.5% to 76.3% of its operating budget. These costs reflect the existing salary rates and known benefit cost increases.

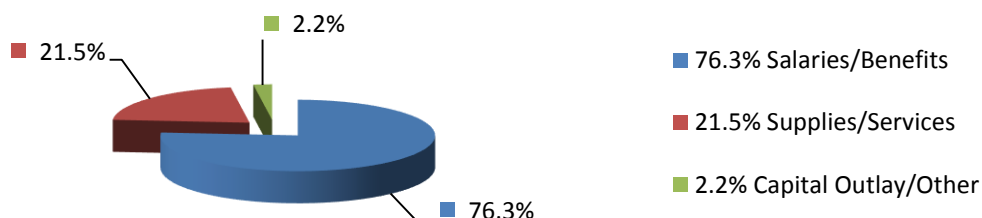
Saddleback College



Irvine Valley College



District Services

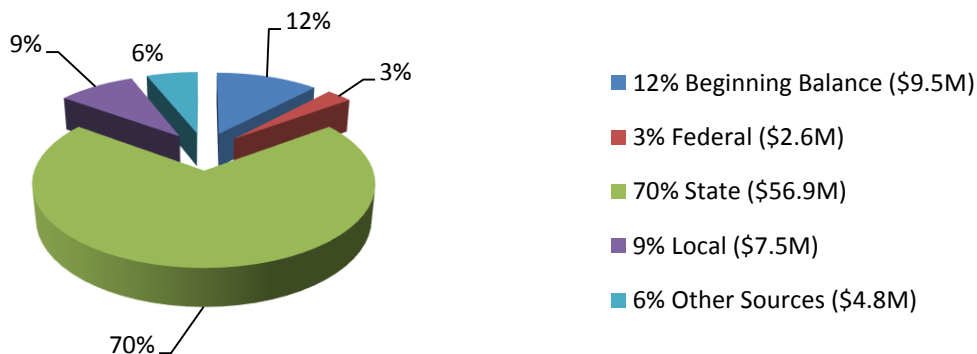


For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-88% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range. We are approaching the top of this range which is a budget concern and needs to be monitored closely.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$81 million (20% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Student Equity and Achievement, Strong Workforce, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Adult Education. The restricted general fund increased by \$9.6 million from the prior year primarily from state funds for categorical programs. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district and are used primarily by the colleges for support to educational programs and specialized activities.

Restricted Income



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is \$61.2 million. This is made up of the prior year adjusted reserve for contingency (\$9.6 million), location beginning balances (\$24.3 million), and basic aid funds (\$27.3 million) which are included in the basic aid project budget.
- FTES targets remain unchanged from last year's targets and no growth funds were provided to the colleges in the DRAC funding model. As shown below, Saddleback College is below the FTES target. They are intensifying their enrollment management efforts to address the situation.

Annual FTES (Summer, Fall, Spring)					
	FY 2014-2015 Annual	FY 2015-2016 Annual	FY 2016-2017 Annual	FY 2017-2018 Annual	FY 2018-2019 Target
IVC	9,331	9,560	10,511	10,087	9,809
SC	16,652	16,626	16,866	16,878	18,467
TOTAL	25,983	26,186	27,377	26,965	28,276

- Education Protection Act (EPA) funds are budgeted at \$2.7 million, which is consistent with FY 2017-2018. These revenues are from temporary taxes and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat as the slight decline in enrollment coincides with a reduction in California Promise Grants.
- Lottery revenue is budgeted at \$4.1 million based on an estimated \$145 per FTES funding, the same as last year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) are included in the budget for all employee groups. Negotiated salary increases for CSEA is included in the budget. Negotiations are not finalized for the other employee groups so no salary increases are budgeted for them.
- The budget includes 0.7% cost increase for employee benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance.
- Workers' Compensation insurance is budgeted at 1.4% of salaries, a reduction from 1.7% for FY 2017-2018. The lower rate is due to positive district experience rates.
- The unemployment insurance rate for FY 2018-2019 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 18.062% of salaries, an increase of 2.531% from FY 2017-2018. The rate was approved by the PERS board in April. Additional increases are anticipated for the next several years as shown on the next page.

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	11.847%	13.888%	15.531%	18.062%	20.800%	23.500%	24.600%	
PERS Contribution	4,491,723	5,646,703	6,284,890	7,309,103	8,417,083	9,509,685	9,954,819	5,463,096

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2018-2019 is budgeted at 16.28% of salaries, an increase of 1.85% from FY 2017-2018. This increase was previously approved by the legislature. We will continue to see similar increases in the coming years as shown below.

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%	18.600%	
STRS Contribution	6,692,933	8,553,945	9,745,732	10,995,185	12,244,638	12,899,756	12,562,066	5,869,133

- The property and liability insurance coverage is budgeted at \$1,000,000, which is a decrease of \$250,000 from the prior year.

The General Expenses have the following budgeted amounts:

<u>EXPENSE</u>	<u>AMOUNT</u>	<u>CHANGE</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 400,000	
District-wide IT Maintenance Agreements	\$ 1,028,874	\$ 309,744
District-wide Strategic Planning	\$ 110,000	
Faculty Job Fair	\$ 30,000	
Financial Audit	\$ 145,000	
Internal Audit	\$ 230,000	\$ 15,000
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 30,000	
Legal Fees	\$ 500,000	
Local Experience Charge – Unemployment Insurance	\$ 45,000	\$ 45,000
Offsite Technology Security	\$ 45,000	(\$ 70,000)
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 205,000	\$ 5,000
Property & Liability Insurance	\$ 1,000,000	(\$250,000)
Recruitment for Retirement Incentive	\$ 0	(\$445,000)
Faculty Sabbatical Bond Payments	\$ 18,000	
Employee Safety Compliance Cost	\$ 60,000	
Taxpayer Relief Act Compliance	\$ 58,000	\$ 8,000
TOTAL GENERAL EXPENSE ACCOUNTS	\$4,434,874	(\$382,256)
District Services Facilities and Maintenance*	\$ <300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS	\$4,134,874	(\$ 382,256)

*Paid to Saddleback College for expenses related to District Services space in the Health Sciences Building

The FY 2018-2019 Tentative Budget includes inter-fund transfers as follows:

To:	From:				
	General Fund SC	General Fund DS	Basic Aid	Pension Stability	Total
General Fund IVC (a)				\$2,100,000	\$2,100,000
General Fund SC (b)				\$3,546,040	\$3,546,040
General Fund DS (c)				\$550,000	\$550,000
Capital Outlay (d)	\$250,000		\$69,361,841		\$69,611,841
Child Development (d)	\$385,000				\$385,000
Self-Insurance Fund (e)		\$350,000	\$500,000		\$850,000
Retiree Benefits Fund (e)			\$4,894,000		\$ 4,894,000
Total Transfers	\$635,000	\$350,000	\$74,755,841	\$6,196,040	\$81,936,881

- (a) *Transfer from Pension Stability Trust to IVC*
- (b) *Transfer from Pension Stability Trust to SC*
- (c) *Transfer from Pension Stability Trust to DS*
- (d) *Transfer from SC and Basic Aid to support child development center and capital outlay projects*
- (e) *Basic Aid funds allocated for retiree health benefits liability and insurance deductibles based on approved BAARC recommendations for FY 2018-2019*

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2018-2019 Adopted Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$13,858,716. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2005	\$114,365,248
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 43,788,270
2014 - 2015	\$ 51,659,425
2015 - 2016	\$ 52,672,948
2016 - 2017	\$ 66,017,281
2017 - 2018	\$ 72,940,087

The District estimates that property tax receipts above state calculated allocation amount for FY 2018-2019 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2018 - 2019	\$ 73,289,378
2019 - 2020	\$ 76,538,370
2020 - 2021	\$ 79,577,627
2021 - 2022	\$82,740,798

The FY 2017-2018 basic aid receipts were increased after final property taxes were posted. Although still conservative, the FY 2018-2019 receipts are also higher due to larger projected property tax revenues.

The assumptions used to estimate basic aid funds for FY 2018-2019 are: SB361 funding COLA is 2.71%, growth is 0.0%, and enrollment fees at \$46 per unit. For the following years, funding formula COLA is estimated at 2% and growth is estimated at 0.0% for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue in conjunction with historical trends. For FY 2018-2019, property taxes are budgeted with a 3% increase over FY 2017-2018. For the following years, secured taxes are estimated to increase 3% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) is following this process for its recommendation for allocating the FY 2018-2019 basic aid funds. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2018-2019 Budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2018-2019 Resources</u>	<u>Amount</u>
Balance at July 1, 2018	\$ 33,750,397
Receipts FY 2018-2019	<u>\$ 73,289,378</u>
Estimated Property Taxes for Basic Aid	\$107,039,775
Contingency for Unrealized Tax Collections (20%)	(\$14,657,876)
Unallocated Funds	<u>(\$ 9,189,355)</u>
Total Allocated FY 2018-2019	<u>\$ 83,192,544</u>
<u>Budgeted Expenditures</u>	
FY 2018-2019 Long-Term Obligations and Fixed Expenses	\$ 5,544,000
Funding for Capital Projects	\$ 77,648,544
Total Approved and Budgeted Projects	<u>\$ 83,192,544</u>

The following projects were approved by the Board of Trustees:

<u>Basic Aid Projects</u>	<u>Project Amount</u>
Closed Projects	\$261,245,034
Prior Approved Open Project Balances	\$472,227,592
<u>New FY 2018-2019 Project Funding</u>	
<u>Long Term Obligations & Fixed Expenses</u>	
SOCCCD - Legislative Advocacy Services*	\$150,000
Retiree Benefits Expenses*	\$4,894,000
Insurance Deductibles*	\$500,000
<u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u>	
DW – ADA Transition Plan Projects*	\$3,000,000
IVC – Access Controls	\$1,718,815
IVC – ATEP Building Signage (planning and design)	\$500,000
IVC – B200 Scheduled Maintenance*	\$1,500,000
IVC – Health Center/Concessions*	\$1,360,000
IVC – New Parking Lot*	\$1,300,000
IVC – Scheduled Maintenance College-wide	\$3,828,162

IVC – Soccer and Practice Fields (planning)	\$175,000
SC – Access Controls	\$4,000,000
SC – PE 200 and 300 Interior Renovation*	(\$706,033)
SC – PE 400 and 500 Renovation*	(\$800,000)
SC – PE Renovation*	\$1,506,033
SC – TAS Building*	\$44,863,622
SC – Walkway Lot 9 to Quad*	\$350,000
<u>ATEP Development & Operations</u>	
ATEP Support (security, maintenance and operations support)*	\$770,325
<u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u>	
District-wide Mapping*	\$3,000,000
District-wide Technology Consultant for Capital Construction*	\$25,000
Pre-Planning and Investigations*	\$175,000
Sustainability/Energy Planning*	\$200,000
<u>IT Projects</u>	
Automated Student Assistant (AI Chatbot)	\$475,000
College Cabling	\$87,845
College Desktop Refresh*	\$2,182,754
College Network Access Control	\$320,000
College Server Refresh	\$407,247
Classroom Technology and Audio Visual Refresh*	\$602,154
Co-locate District-wide Infrastructure	\$60,000
Curriculum Management System	\$467,600
DevOps / Identity Management Engineering	\$200,000
District Innovation Fund	\$518,220
Faculty Syllabus Builder	\$315,000
HR/Business Services Integrated Software*	\$1,350,000
Information Security Contract Services	\$360,000
Infrastructure Expansion	\$170,000
MAP Enhancements*	\$385,000
MySite Faculty Services Upgrade	\$275,000
Privilege Access Management (PAM)	\$240,000
Registration Restriction Module	\$302,400
SIS Student System Health	\$350,000
Student Information System Enhancements*	\$1,814,400
<u>Total FY 2018-2019 Funded Projects</u>	<u>\$83,192,544</u>
<u>Cumulative Total - Basic Aid Projects</u>	<u>\$816,665,170</u>

*Reflects an augmentation/adjustment to an existing project

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development fund is intended to be self-sufficient. The District operates a child development program at Saddleback College for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$385,000 of support from the unrestricted general fund (34% of funding). The child development program is also not charged for administration or operations, and it is currently not self-supporting.

Capital Outlay Projects Fund (Fund #40)

The District maintains the Capital Outlay Projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies on February 1, 2012. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. These funds have been distributed following the DRAC model allocation.

CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2018-2019
<u>Project Description</u>	Adopted
	Budget
Basic Aid Projects (including required college match)	\$251,940,536
<u>Other Project Funds</u>	
ATEP Property Development	\$1,016,806
State Prop 39 & Scheduled Maintenance Projects (including required college match)	\$2,020,588
College Funded Capital Outlay Projects	\$5,383,974
SC - Future Capital Outlay Projects	\$1,149,750
District - Future Capital Outlay Projects	\$32,174,538
Redevelopment Funds	\$29,569,436
Total Fund 40	\$323,255,628

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the Retiree OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2018 with the completion of a required actuarial study.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$4,894,000. The District's actuarial accrued liability for past service is estimated at \$110,209,323 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the September meeting.

Pension Stability Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2021-2022. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

Student Financial Aid Fund (Fund #84)

The Student Financial Aid Fund is used to account for federal and state financial funds received and disbursed to students.

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Adopted Budget for board approval.

BUDGET TABLES

The Adopted Budget for FY 2018-2019 for all District funds is summarized on the following pages.

Ann-Marie Gabel, Vice Chancellor, Business Services
Kim McCord, Executive Director, Fiscal Services

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2018-2019**

Revenues, Expenditures and Change in Fund Balance

	General Fund	Community Education	SC Child Development	Capital Outlay	Self-Insurance	Retiree Benefit	Retiree OPEB	Pension Stability Trust Fund	Student Financial Aid Fund	TOTAL ALL FUNDS
	(01)	(07) & (09)	(12)	(40)	(68)	(71)	(72)	(78)	(84)	
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	\$ 70,700,080	\$ 563,040	\$ 16,862	\$ 250,368,787	\$ 3,185,478	\$ 1,387,556	\$ 117,531,502	\$ 34,914,596	\$ 23,240	\$ 478,691,141
REVENUES:										
SB361 Revenue	\$ 160,820,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,820,622
Basic Aid	73,839,378	-	-	-	-	-	-	-	-	73,839,378
Federal Sources	2,632,479	-	-	-	-	-	-	-	22,075,000	24,707,479
Other State Sources	70,069,588	-	-	-	-	-	-	-	1,989,000	72,058,588
Other Local Sources	20,659,299	2,279,750	755,000	3,275,000	10,000	10,000	10,894,000	1,000,000	-	38,883,049
Total Revenue	328,021,366	2,279,750	755,000	3,275,000	10,000	10,000	10,894,000	1,000,000	24,064,000	370,309,116
FISCAL AGENT PASS-THRU	4,528,571	-	-	-	-	-	-	-	-	4,528,571
BASIC AID INCOMING TRANSFERS	-	-	-	69,361,841	500,000	4,894,000	-	-	-	74,755,841
INCOMING TRANSFERS	6,446,040	-	385,000	250,000	350,000	-	-	-	-	7,431,040
TOTAL SOURCES OF FUNDS	338,995,977	2,279,750	1,140,000	72,886,841	860,000	4,904,000	10,894,000	1,000,000	24,064,000	457,024,568
TOTAL AVAILABLE FUNDS	\$ 409,696,057	\$ 2,842,790	\$ 1,156,862	\$ 323,255,628	\$ 4,045,478	\$ 6,291,556	\$ 128,425,502	\$ 35,914,596	\$ 24,087,240	\$ 935,715,709
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	\$ 95,430,837	\$ 140,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,571,113
Classified Salaries	59,257,036	875,634	807,724	312,219	376,444	-	-	-	-	61,629,057
Employee Benefits	61,420,772	350,596	320,376	146,578	156,409	4,894,000	4,930,000	-	-	72,218,731
Supplies & Materials	9,360,109	108,500	21,162	1,500	8,000	-	-	-	-	9,499,271
Services & Other Operating	43,630,360	1,279,201	7,600	6,574,298	619,797	50,000	420,000	200,000	-	52,781,256
Capital Outlay	15,603,835	88,583	-	295,255,451	15,000	-	-	-	-	310,962,869
Payments to Students	3,467,749	-	-	-	-	-	-	-	24,064,000	27,531,749
Total Expenditures	288,170,698	2,842,790	1,156,862	302,290,046	1,175,650	4,944,000	5,350,000	200,000	24,064,000	630,194,046
OTHER FINANCING USES:										
Transfers Out	\$ 1,235,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,196,040	\$ 23,240	\$ 7,454,280
Basic Aid Transfers Out	74,755,841	-	-	-	-	-	-	-	-	74,755,841
Other Transfers	4,528,571	-	-	-	-	-	-	-	-	4,528,571
Debt Service	-	-	-	-	-	-	-	-	-	-
Total Other Uses	80,519,412	-	-	-	-	-	-	6,196,040	23,240	86,738,692
TOTAL USES OF FUNDS	\$ 368,690,110	\$ 2,842,790	\$ 1,156,862	\$ 302,290,046	\$ 1,175,650	\$ 4,944,000	\$ 5,350,000	\$ 6,396,040	\$ 24,087,240	\$ 716,932,738
ENDING FUND BALANCE	\$ 41,005,947	\$ -	\$ -	\$ 20,965,582	\$ 2,869,828	\$ 1,347,556	\$ 123,075,502	\$ 29,518,556	\$ -	\$ 218,782,971
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.	\$ 17,158,716	\$ -	\$ -	\$ 20,965,582	\$ 2,869,828	\$ 1,347,556	\$ 123,075,502	\$ 29,518,556	\$ -	\$ 194,935,740
Reserve, Unrealized Tax Collections (Basic Aid)	23,847,231	-	-	-	-	-	-	-	-	23,847,231

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2018-2019
Revenues, Expenditures and Change in Fund Balance

	Saddleback College			General Fund Irvine Valley College			District Services		
	General Fund		Total	General Fund		Total	General Fund		Total
	Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted	
SOURCES OF FUNDS									
BEGINNING FUND BALANCE:	9712		\$ 11,041,409	\$ 5,844,193	\$ 16,885,602	\$ 1,291,459	\$ 3,687,316	\$ 4,978,775	\$ 3,554,648
REVENUES:									
SB361 Revenue			\$ 88,120,577	\$ -	\$ 88,120,577	\$ 52,522,573	\$ -	\$ 52,522,573	\$ 16,927,118
Basic Aid			-	-	-	-	-	-	-
Federal Sources			8,094,111	1,214,627	1,214,627	-	1,417,852	1,417,852	-
Other State Sources			5,092,694	40,558,981	48,653,092	4,515,504	16,196,212	20,711,716	143,521
Other Local Sources			101,307,382	3,565,232	8,657,926	8,020,114	3,981,259	12,001,373	-
Total Revenue				45,338,840	146,646,222	65,058,191	21,595,323	86,653,514	17,070,639
FISCAL AGENT PASS-THRU			-	-	-	-	-	-	-
RESTRICTED BASIC AID			-	-	-	-	-	-	-
INCOMING TRANSFERS			3,546,040	250,000	3,796,040	2,100,000	-	2,100,000	550,000
TOTAL SOURCES OF FUNDS			104,853,422	45,588,840	150,442,262	67,158,191	21,595,323	88,753,514	22,149,210
TOTAL AVAILABLE FUNDS	\$ 115,894,831	\$ 51,433,033	\$ 167,327,864	\$ 68,449,650	\$ 25,282,639	\$ 93,732,289	\$ 21,031,766	\$ 4,672,092	\$ 25,703,858
USES OF FUNDS									
EXPENDITURES:									
Academic Salaries	1000-1999		\$ 51,602,533	\$ 6,431,393	\$ 58,033,926	\$ 30,129,103	\$ 2,759,191	\$ 32,888,294	\$ 1,135,683
Classified Salaries	2000-2999		21,815,017	8,959,582	30,774,599	13,650,827	4,961,229	18,612,056	9,317,140
Employee Benefits	3000-3999		29,061,074	4,754,944	33,816,018	18,102,142	2,949,245	21,051,387	5,599,731
Supplies & Materials	4000-4999		1,455,063	5,922,638	7,377,701	820,303	1,042,105	1,862,408	82,000
Services & Other Operating	5000-5999		8,266,499	13,463,492	21,729,991	4,747,275	7,021,414	11,768,689	4,580,233
Capital Outlay	6000-6999		759,645	9,062,589	9,822,234	-	5,670,101	5,670,101	110,500
Payments to Students	7500-7699		-	2,588,395	2,588,395	-	879,354	879,354	-
Total Expenditures			112,959,831	51,183,033	164,142,864	67,449,650	25,282,639	92,732,289	20,825,287
OTHER FINANCING USES:									
Transfers Out	7300-7399		\$ 635,000	\$ 250,000	\$ 885,000	\$ -	\$ -	\$ -	\$ 350,000
Basic Aid Transfers Out	7300-7399		-	-	-	-	-	-	-
Other Transfers	7400-7499		-	-	-	-	-	-	-
Debt Service	7100-7199		-	-	-	-	-	-	-
Total Other Sources (Uses)			635,000	250,000	885,000	-	-	-	-
TOTAL USES OF FUNDS	\$ 113,594,831	\$ 51,433,033	\$ 165,027,864	\$ 67,449,650	\$ 25,282,639	\$ 92,732,289	\$ 21,031,766	\$ 4,672,092	\$ 25,703,858
ENDING FUND BALANCE	\$ 2,300,000	\$ -	\$ 2,300,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE									
Reserve, Economic Uncertainties/Fund Bal.			\$ 2,300,000	\$ -	\$ 2,300,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)			-	-	-	-	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2018-2019
Revenues, Expenditures and Change in Fund Balance

		General Fund		Total General Fund	
		Basic Aid	Other*	General Fund	Total
		General Fund	General Fund	Unrestricted	Restricted
		Unrestricted	Unrestricted		
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:	9712	\$ 27,292,549	\$ 17,988,506	\$ 61,168,571	\$ 9,531,509
					\$ 70,700,080
REVENUES:					
SB361 Revenue	Various	\$ -	\$ 3,250,354	\$ 160,820,622	\$ -
Basic Aid		73,839,378	-	73,839,378	-
Federal Sources	8100-8199	-	-	-	2,632,479
Other State Sources	8600-8699	-	561,259	13,170,874	56,898,714
Other Local Sources	8800-8899	-	-	13,112,808	7,546,491
Total Revenue		73,839,378	3,811,613	260,943,682	67,077,684
					328,021,366
FISCAL AGENT PASS-THRU	8970-8979	-	-	-	4,528,571
RESTRICTED BASIC AID	8980-8989	-	-	-	-
INCOMING TRANSFERS	8980-8989	-	-	6,196,040	250,000
					6,446,040
TOTAL SOURCES OF FUNDS		73,839,378	3,811,613	267,139,722	71,856,255
					338,995,977
TOTAL AVAILABLE FUNDS		\$ 101,131,927	\$ 21,800,119	\$ 328,308,293	\$ 81,387,764
					\$ 409,696,057
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 370,561	\$ 3,002,373	\$ 86,240,253	\$ 9,190,584
Classified Salaries	2000-2999	195,517	357,724	45,336,225	13,920,811
Employee Benefits	3000-3999	182,821	770,815	53,716,583	7,704,189
Supplies & Materials	4000-4999	13,500	24,500	2,395,366	6,964,743
Services & Other Operating	5000-5999	1,766,456	3,784,991	23,001,933	20,628,427
Capital Outlay	6000-6999	-	1,000	871,145	14,732,690
Payments to Students	7500-7699	-	-	-	3,467,749
Total Expenditures		2,528,855	7,941,403	211,561,505	76,609,193
					288,170,698
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ 985,000	\$ 1,235,000
Basic Aid Transfers Out	7300-7399	74,755,841	-	74,755,841	-
Other Transfers	7400-7499	-	-	-	4,528,571
Debt Service	7100-7199	-	-	-	-
Total Other Sources (Uses)		74,755,841	-	75,740,841	4,778,571
					80,519,412
TOTAL USES OF FUNDS		77,284,696	7,941,403	287,302,346	81,387,764
					368,690,110
ENDING FUND BALANCE		\$ 23,847,231	\$ 13,858,716	\$ 41,005,947	\$ -
					\$ 41,005,947
COMPONENTS OF ENDING BALANCE					
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ 13,858,716	\$ 17,158,716	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		23,847,231	-	23,847,231	-
					17,158,716
					23,847,231

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2018-2019**

Revenues, Expenditures and Change in Fund Balance

SOURCES OF FUNDS

BEGINNING FUND BALANCE:

REVENUES:

		Community Education Fund			Student Financial Aid Fund		
		Saddleback College (09) & (100)	Irvine Valley College (07)	Total	Saddleback College (84)	Irvine Valley College (84)	Total
9712	\$	530,364	\$ 32,676	\$ 563,040	\$ 23,240	\$ -	\$ 23,240
SB361 Revenue	\$	-	\$ -	-	\$ -	\$ -	-
Basic Aid		-	-	-	-	-	-
Federal Sources		-	-	-	11,200,000	10,875,000	22,075,000
Other State Sources		-	-	-	776,000	1,213,000	1,989,000
Other Local Sources		1,936,500	343,250	2,279,750	-	-	-
Total Revenue		1,936,500	343,250	2,279,750	11,976,000	12,088,000	24,064,000
FISCAL AGENT PASS-THRU		-	-	-	-	-	-
RESTRICTED BASIC AID		-	-	-	-	-	-
INCOMING TRANSFERS		-	-	-	-	-	-
TOTAL SOURCES OF FUNDS		1,936,500	343,250	2,279,750	11,976,000	12,088,000	24,064,000
TOTAL AVAILABLE FUNDS	\$	2,466,864	\$ 375,926	\$ 2,842,790	\$ 11,999,240	\$ 12,088,000	\$ 24,087,240

USES OF FUNDS

EXPENDITURES:

Academic Salaries	\$	125,836	\$ 14,440	\$ 140,276	\$ -	\$ -	-
Classified Salaries		745,661	129,973	875,634	-	-	-
Employee Benefits		265,014	85,582	350,596	-	-	-
Supplies & Materials		105,500	3,000	108,500	-	-	-
Services & Other Operating		1,151,225	127,976	1,279,201	-	-	-
Capital Outlay		73,628	14,955	88,583	-	-	-
Payments to Students		-	-	-	11,976,000	12,088,000	24,064,000
Total Expenditures		2,466,864	375,926	2,842,790	11,976,000	12,088,000	24,064,000

OTHER FINANCING USES:

Transfers Out	\$	-	\$ -	-	\$ -	\$ -	-
Basic Aid Transfers Out		-	-	-	-	-	-
Other Transfers		-	-	-	23,240	-	-
Debt Service		-	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	23,240	-	-
TOTAL USES OF FUNDS		2,466,864	375,926	2,842,790	11,999,240	12,088,000	24,087,240

ENDING FUND BALANCE

	\$	-	\$ -	-	\$ -	\$ -	-
--	----	---	------	---	------	------	---

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Tentative Budget to Adopted Budget
Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

	Unrestricted General Fund			Restricted General Fund		
	Tentative Budget	Budget Changes	Adopted Budget	Tentative Budget	Budget Changes	Adopted Budget
<u>SOURCES OF FUNDS</u>						
BEGINNING FUND BALANCE:	\$ 42,393,532	\$ 18,775,039	\$ 61,168,571	\$ 9,466,633	\$ 64,876	\$ 9,531,509
REVENUES:						
SB361 Revenue	\$ 160,820,622	\$ -	\$ 160,820,622	\$ -	\$ -	\$ -
Basic Aid	69,447,378	4,392,000	73,839,378	-	-	-
Federal Sources	-	-	-	2,483,805	148,674	2,632,479
Other State Sources	12,671,746	499,128	13,170,874	50,859,910	6,038,804	56,898,714
Other Local Sources	12,718,482	394,326	13,112,808	7,684,776	(138,285)	7,546,491
Total Revenue	255,658,228	5,285,454	260,943,682	61,028,491	6,049,193	67,077,684
FISCAL AGENT PASS-THRU	-	-	-	4,528,571	-	4,528,571
BASIC AID INCOMING TRANSFERS	-	-	-	-	-	-
INCOMING TRANSFERS	6,167,705	28,335	6,196,040	250,000	-	250,000
TOTAL SOURCES OF FUNDS	261,825,933	5,313,789	267,139,722	65,807,062	6,049,193	71,856,255
TOTAL AVAILABLE FUNDS	\$ 304,219,465	\$ 24,088,828	\$ 328,308,293	\$ 75,273,695	\$ 6,114,069	\$ 81,387,764
<u>USES OF FUNDS</u>						
EXPENDITURES:						
Academic Salaries	\$ 79,670,928	\$ 6,569,325	\$ 86,240,253	\$ 8,321,289	\$ 869,295	\$ 9,190,584
Classified Salaries	44,440,938	895,287	45,336,225	12,928,717	992,094	13,920,811
Employee Benefits	53,251,020	485,563	53,736,583	7,426,815	277,374	7,704,189
Supplies & Materials	2,329,167	66,199	2,395,366	6,370,140	594,603	6,964,743
Services & Other Operating	20,541,915	2,480,018	23,001,933	18,174,798	2,453,629	20,628,427
Capital Outlay	545,444	325,701	871,145	15,396,626	(663,936)	14,732,690
Payments to Students	-	-	-	1,876,739	1,591,010	3,467,749
Total Expenditures	200,779,412	10,782,093	211,561,505	70,495,124	6,114,069	76,609,193
OTHER FINANCING USES:						
Transfers Out	\$ 985,000	\$ -	\$ 985,000	\$ 250,000	\$ -	\$ 250,000
Basic Aid Transfers Out	74,755,841	-	74,755,841	-	-	-
Other Transfers	-	-	-	4,528,571	-	4,528,571
Debt Service	-	-	-	-	-	-
Total Other Uses	75,740,841	-	75,740,841	4,778,571	-	4,778,571
TOTAL USES OF FUNDS	276,520,253	10,782,093	287,302,346	75,273,695	6,114,069	81,387,764
ENDING FUND BALANCE	\$ 27,699,212	\$ 13,306,735	\$ 41,005,947	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE						
Reserve, Economic Uncertainties/Fund Bal.	\$ 13,796,449	\$ 3,362,267	\$ 17,158,716	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)	13,902,763	9,944,468	23,847,231	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Prior Year to Current Year Adopted Budget
Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

	Unrestricted General Fund			Restricted General Fund		
	Adopted Budget FY 2017-2018	Budget Changes	Adopted Budget FY 2018-2019	Adopted Budget FY 2017-2018	Budget Changes	Adopted Budget FY 2018-2019
<u>SOURCES OF FUNDS</u>						
BEGINNING FUND BALANCE:	\$ 55,889,977	\$ 5,278,594	\$ 61,168,571	\$ 9,765,924	\$ (234,415)	\$ 9,531,509
REVENUES:						
SB361 Revenue	\$ 156,461,881	\$ 4,358,741	\$ 160,820,622	\$ -	\$ -	\$ -
Basic Aid	64,652,119	9,187,259	73,839,378	-	-	-
Federal Sources	-	-	-	3,321,902	(689,423)	2,632,479
Other State Sources	10,133,700	3,037,174	13,170,874	37,443,672	19,455,042	56,898,714
Other Local Sources	12,787,509	325,299	13,112,808	16,857,398	(9,310,907)	7,546,491
Total Revenue	244,035,209	16,908,473	260,943,682	57,622,972	9,454,712	67,077,684
FISCAL AGENT PASS-THRU	-	-	-	4,350,212	178,359	4,528,571
BASIC AID INCOMING TRANSFERS	-	-	-	-	-	-
INCOMING TRANSFERS	3,143,842	3,052,198	6,196,040	-	250,000	250,000
TOTAL SOURCES OF FUNDS	247,179,051	19,960,671	267,139,722	61,973,184	9,883,071	71,856,255
TOTAL AVAILABLE FUNDS	\$ 303,069,028	\$ 25,239,265	\$ 328,308,293	\$ 71,739,108	\$ 9,648,656	\$ 81,387,764
<u>USES OF FUNDS</u>						
EXPENDITURES:						
Academic Salaries	\$ 81,764,143	\$ 4,476,110	\$ 86,240,253	\$ 8,531,097	\$ 659,487	\$ 9,190,584
Classified Salaries	44,712,186	624,039	45,336,225	12,627,736	1,293,075	13,920,811
Employee Benefits	49,918,215	3,798,368	53,716,583	7,337,654	366,535	7,704,189
Supplies & Materials	2,330,886	64,480	2,395,366	5,770,931	1,193,812	6,964,743
Services & Other Operating	20,854,505	2,147,428	23,001,933	14,443,367	6,185,060	20,628,427
Capital Outlay	2,032,927	(1,161,782)	871,145	16,830,453	(2,097,763)	14,732,690
Payments to Students	-	-	-	1,347,658	2,120,091	3,467,749
Total Expenditures	201,612,862	9,948,643	211,561,505	66,888,896	9,720,297	76,609,193
OTHER FINANCING USES:						
Transfers Out	\$ 725,000	\$ 260,000	\$ 985,000	\$ 500,000	\$ (250,000)	\$ 250,000
Basic Aid Transfers Out	67,231,257	7,524,584	74,755,841	-	-	-
Other Transfers	-	-	-	4,350,212	178,359	4,528,571
Debt Service	-	-	-	-	-	-
Total Other Uses	67,956,257	7,784,584	75,740,841	4,850,212	(71,641)	4,778,571
TOTAL USES OF FUNDS	269,569,119	17,733,227	287,302,346	71,739,108	9,648,656	81,387,764
ENDING FUND BALANCE	\$ 33,499,909	\$ 7,506,038	\$ 41,005,947	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE						
Reserve, Economic Uncertainties/Fund Bal.	\$ 16,053,858	\$ 1,104,858	\$ 17,158,716	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)	17,446,051	6,401,180	23,847,231	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Prior Year Budget to Actual

Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

	Unrestricted General Fund			Restricted General Fund		
	Adopted Budget FY 2017-2018	Actual FY 2017-2018	Balance FY 2017-2018	Adopted Budget FY 2017-2018	Actual FY 2017-2018	Balance FY 2017-2018
SOURCES OF FUNDS						
BEGINNING FUND BALANCE:	9712	\$ 55,889,977	\$ 55,889,977	\$ -	\$ 9,765,924	\$ -
REVENUES:						
Federal Sources	8100-8199	-	14,886	(14,886)	3,321,902	2,350,649
State Sources	8600-8699	11,307,700	18,442,072	(7,134,372)	46,298,803	27,866,130
Local Sources	8800-8899	232,727,509	246,250,773	(13,523,264)	8,002,267	7,693,496
Total Revenue		244,035,209	264,707,731	(20,672,522)	57,622,972	37,910,275
FISCAL AGENT PASS-THRU INCOMING TRANSFERS	8970-8979 8980-8989	- 3,143,842	- 3,953,307	- (809,465)	4,350,212	4,710,212
TOTAL SOURCES OF FUNDS		247,179,051	268,661,038	(21,481,987)	61,973,184	42,899,745
TOTAL AVAILABLE FUNDS		\$ 303,069,028	\$ 324,551,015	\$ (21,481,987)	\$ 71,739,108	\$ 52,665,669
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	81,764,143	82,104,461	(340,318)	8,531,097	6,687,536
Classified Salaries	2000-2999	44,712,186	42,316,793	2,395,393	12,627,736	9,932,321
Employee Benefits	3000-3999	49,918,215	52,157,033	(2,238,818)	7,337,654	6,132,060
Supplies & Materials	4000-4999	2,330,886	2,136,343	194,543	5,770,931	1,266,927
Services & Other Operating	5000-5999	20,854,505	15,380,315	5,474,190	14,443,367	5,630,890
Capital Outlay	6000-6999	2,032,927	1,061,242	971,685	16,830,453	5,778,769
Payments to Students	7500-7699	-	-	-	1,347,658	2,486,187
Total Expenditures		201,612,862	195,156,187	6,456,675	66,888,896	37,914,690
OTHER FINANCING USES:						
Transfers Out	7300-7399	67,956,257	68,226,257	(270,000)	500,000	509,258
Other Transfers	7400-7499	-	-	-	4,350,212	4,710,212
Total Other Uses		67,956,257	68,226,257	(270,000)	4,850,212	5,219,470
TOTAL USES OF FUNDS		269,569,119	263,382,444	6,186,675	71,739,108	43,134,160
ENDING FUND BALANCE		\$ 33,499,909	\$ 61,168,571	\$ (27,668,662)	\$ -	\$ 9,531,509
						\$ (9,531,509)

APPENDIX A

The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
12	Child Development Fund	The District operates a child development program at Saddleback College for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state funded new construction, state scheduled maintenance, local redevelopment funds, and District funded projects.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
72	Retiree OPEB Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college. Financial information is reported separately.
74	Irvine Valley College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college. Financial information is reported separately.
75	District Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have. Financial information is reported separately.
78	Pension Stability Trust	This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees.
84	Student Financial Aid Fund	This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.
95	Associated Student Government - Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government - IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, charged with making recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for the Unrestricted General Fund and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five to six years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.
- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance Funds** are state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Funds** are funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving funds from the state. These funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.



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

SOCCCD FY 2018-2019 Adopted Budget

Board of Trustees Meeting
August 27, 2018





Agenda

- Board Philosophy and Budget Guidelines
- FY 2017-2018 Actuals
- Adopted Budget FY 2018-2019
- Budget Assumptions
- Basic Aid Allocation
- Budget Trends
- Next Steps



Board Philosophy on Budget

- Ensure wise and prudent use of public resources
- Promote financial strength and stability
- Maximize educational opportunities for students





Budget Development Guidelines



1. Reserve for Economic Uncertainties
2. Future Long Term Debt Issues
3. Retirement Incentives
4. Area/College Allocations
5. Deficit Financing
6. GASB 45/OPEB Trust (retiree medical benefit liability)
7. Basic Aid
8. One time Cost Savings
9. Full Time Equivalent Student Targets
10. Funding for Growth



FY 2017-2018 Actuals Summary

	Beginning Balance	Revenues	Expenditures	Ending Balance
Unrestricted General Fund	\$ 55,889,977	\$ 268,661,038	\$ 263,382,444	\$ 61,168,571
Restricted General Fund	<u>9,765,925</u>	<u>42,899,744</u>	<u>43,134,160</u>	<u>9,531,509</u>
Total General Fund	\$ 65,655,902	\$ 311,560,782	\$306,516,604	\$ 70,700,080
Community Education Fund	878,376	2,329,607	2,644,943	563,040
SC Child Development Fund	1,804	1,154,582	1,139,524	16,862
Capital Outlay Fund	231,341,462	62,736,350	43,709,025	250,368,787
Self-Insurance Fund	2,077,908	2,674,465	1,566,895	3,185,478
Retiree Benefit Fund	1,357,988	4,638,277	4,608,709	1,387,556
Retiree OPEB Fund	111,165,467	11,399,058	5,033,023	117,531,502
Pension Stability Trust Fund	26,095,940	12,863,797	4,045,141	34,914,596
Student Financial Aid Fund	<u>22,751</u>	<u>24,913,935</u>	<u>24,913,446</u>	<u>23,240</u>
Total All Funds	\$ 438,597,598	\$ 434,270,853	\$ 394,177,310	\$ 478,691,141



FY 2018-2019 Adopted Budget Overview

	Beginning Balance	Revenues	Expenditures	Ending Balance
Unrestricted General Fund	\$ 61,168,571	\$ 267,139,722	\$ 287,302,346	\$ 41,005,947
Restricted General Fund	<u>9,531,509</u>	<u>71,856,255</u>	<u>81,387,764</u>	<u>0</u>
Total General Fund	\$ 70,700,080	\$ 338,995,977	\$368,690,110	\$ 41,005,947
Community Education Fund	563,040	2,279,750	2,842,790	0
SC Child Development Fund	16,862	1,140,000	1,156,862	0
Capital Outlay Fund	250,368,787	72,886,841	302,290,046	20,965,582
Self-Insurance Fund	3,185,478	860,000	1,175,650	2,869,828
Retiree Benefit Fund	1,387,556	4,904,000	4,944,000	1,247,556
Retiree OPEB Fund	117,531,502	10,894,000	5,350,000	123,075,502
Pension Stability Trust Fund	34,914,596	1,000,000	6,396,040	29,518,556
Student Financial Aid Fund	<u>23,240</u>	<u>24,064,000</u>	<u>24,087,240</u>	<u>0</u>
Total All Funds	\$ 478,691,141	\$ 457,024,568	\$ 716,932,738	\$ 218,782,971



FY 2018-2019 Adopted Budget Overview

	Beginning Balance	Revenues	Total
Unrestricted General Fund	\$ 61,168,571	\$ 267,139,722	\$ 328,308,293
Restricted General Fund	<u>9,531,509</u>	<u>71,856,255</u>	<u>81,387,764</u>
Total General Fund	\$ 70,700,080	\$ 338,995,977	\$ 409,696,057
Community Education Fund	563,040	2,279,750	2,842,790
SC Child Development Fund	16,862	1,140,000	1,156,862
Capital Outlay Fund	250,368,787	72,886,841	323,255,628
Self-Insurance Fund	3,185,478	860,000	4,045,478
Retiree Benefit Fund	1,387,556	4,904,000	6,291,556
Retiree OPEB Fund	117,531,502	10,894,000	128,425,502
Pension Stability Trust Fund	34,914,596	1,000,000	35,914,596
Student Financial Aid Fund	<u>23,240</u>	<u>24,064,000</u>	<u>24,087,240</u>
Total All Funds	\$ 478,691,141	\$ 457,024,568	\$ 935,715,709

Item 6.4 - Exhibit B, page 8 has been revised. Replacement page was submitted at the board meeting and has been included as part of the agenda.

FY 2018-2019 Adopted Budget Overview

	Salaries and Benefits	Supplies and Services	Capital Outlay	Payments to Students and Other Uses	Total
Unrestricted General Fund	\$ 185,293,061	\$ 25,397,299	\$ 871,145	\$ 75,740,841	\$ 287,302,346
Restricted General Fund	<u>30,815,584</u>	<u>27,593,170</u>	<u>14,732,690</u>	<u>8,246,320</u>	<u>81,387,764</u>
Total General Fund	\$ 216,108,645	\$ 52,990,469	\$ 15,603,835	\$ 83,987,161	\$ 368,690,110
Community Education Fund	1,366,506	1,387,701	88,583	0	2,842,790
SC Child Development Fund	1,128,100	9,762	0	0	1,156,862
Capital Outlay Fund	458,797	6,575,798	295,255,451	0	302,290,046
Self-Insurance Fund	532,853	627,797	15,000	0	1,175,650
Retiree Benefit Fund	4,894,000	50,000	0	0	4,944,000
Retiree OPEB Fund	4,930,000	420,000	0	0	5,350,000
Pension Stability Trust Fund	0	200,000	0	6,196,040	6,396,040
Student Financial Aid Fund	<u>0</u>	<u>0</u>	<u>0</u>	<u>24,064,000</u>	<u>24,064,000</u>
Total All Funds	\$ 219,396,181	\$ 56,479,205	\$ 320,538,345	\$ 112,627,856	\$ 709,041,587



REVISED

FY 2018-2019 Adopted Budget Overview

	Salaries and Benefits	Supplies and Services	Capital Outlay	Payments to Students and Other Uses	Total
Unrestricted General Fund	\$ 185,293,061	\$ 25,397,299	\$ 871,145	\$ 75,740,841	\$ 287,302,346
Restricted General Fund	<u>30,815,584</u>	<u>27,593,170</u>	<u>14,732,690</u>	<u>8,246,320</u>	<u>81,387,764</u>
Total General Fund	\$ 216,108,645	\$ 52,990,469	\$ 15,603,835	\$ 83,987,161	\$ 368,690,110
Community Education Fund	1,366,506	1,387,701	88,583	0	2,842,790
SC Child Development Fund	1,128,100	28,762	0	0	1,156,862
Capital Outlay Fund	458,797	6,575,798	295,255,451	0	302,290,046
Self-Insurance Fund	532,853	627,797	15,000	0	1,175,650
Retiree Benefit Fund	4,894,000	50,000	0	0	4,944,000
Retiree OPEB Fund	4,930,000	420,000	0	0	5,350,000
Pension Stability Trust Fund	0	200,000	0	6,196,040	6,396,040
Student Financial Aid Fund	<u>0</u>	<u>0</u>	<u>0</u>	<u>24,087,240</u>	<u>24,087,240</u>
Total All Funds	\$ 229,418,901	\$ 62,280,527	\$ 310,962,869	\$ 114,270,441	\$ 716,932,738



FY 2018-2019 Adopted Budget Assumptions

- Adopted Budget is based on final State enacted budget

- SB361 Revenue Allocation

ONGOING BASE BUDGET

SB361 COLA = **2.71%**

Growth Funding = 0.0%

- Property Tax revenue increase of 3%
- Enrollment Fees remain at **\$46/unit**



FY 2018-2019 Adopted Budget

Assumptions (continued)

- Salary Increases – includes step and column increases; negotiated increases for CSEA only
- PERS approved rate of 18.062%
- STRS approved rate of 16.280%

NOTE: Significant Increases in Retirement Contributions will be occurring over the next several years

- Health & Welfare Benefits – 0.7% increase
- Unemployment Insurance remains flat at 0.05%
- Worker's Compensation decreased to 1.4 %



FY 2018-2019 Adopted Budget

Assumptions (continued)

- 7.5% Reserve for Economic Uncertainties = \$13.8 M
- Property & Liability insurance reduced to \$1M
- State Categorical Funding - budgeted at 95% of last year's Adopted Budget
- Education Protection Act (EPA) Revenue is estimated at \$2.7M
 - EPA Expenses are budgeted for part-time faculty salaries and benefits



Early Retirement Incentive Program

Year One Net Savings

District Services	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings*	Net Savings (Cost)
Faculty	0	-	-	-
Classified	12	(79,551)	210,453	130,902
Management	6	(346,917)	377,739	30,822
Total District Services	18	(426,468)	588,192	161,724

Irvine Valley College	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings*	Net Savings (Cost)
Faculty	10	(206,520)	1,261,593	1,055,073
Classified	27	(314,152)	863,405	549,253
Management	4	(71,776)	389,073	317,297
Total Irvine Valley College	41	(592,448)	2,514,071	1,921,623

Saddleback College	# Employees	Retirement Incentive Cost	Net Salary & Benefit Savings*	Net Savings (Cost)
Faculty	20	(388,477)	2,290,237	1,901,760
Classified	30	(322,824)	1,215,229	892,405
Management	8	(216,868)	305,384	88,516
Total Saddleback College	58	(928,169)	3,810,850	2,882,681



Basic Aid Allocations

Long Term Obligations* and Fixed Expenses	\$ 5,544,000
Capital Projects	
Capital Projects in EFMP	48,023,622
Capital Projects Support	4,170,325
Returned funds from 12-13 SC PE	(1,506,033)
Reallocated funds to SC PE	1,506,033
Access Control Projects	5,718,815
ADA Projects	3,350,000
Scheduled Maintenance Projects	5,328,162
Renovation and Other Facilities Related Projects	175,000
District-wide Technology Priority Projects	10,882,620
Total	\$83,192,544

* Includes \$4.9M for OPEB Trust normal current year expense



Basic Aid Allocations Project Summary

	Allocation 7/1/18	Spend 6/30/18	Budget FY 2018-2019
Closed Projects	261,245,034	261,245,034	-
Capital Construction Projects	317,029,012	130,424,767	186,604,245
Scheduled Maintenance Projects	8,784,167	2,379,483	6,404,684
Technology Projects	82,715,536	57,593,736	25,121,800
Other Allocations	146,891,421	125,370,486	21,520,935
Total Projects	\$ 816,665,170	\$ 577,013,506	\$ 239,651,664



Budget Trends

- As with the prior year, the adopted budget conflicts with the Board's Budget Guidelines by using one-time funds for on-going expenses.
- District-wide **personnel costs** make up an average of 87.2% of total budget (excluding reserves and basic aid funds), which is a decrease from 88.8% last year.
- Additional State COLA and Growth have not been adequate to support the increased personnel costs over the past several years





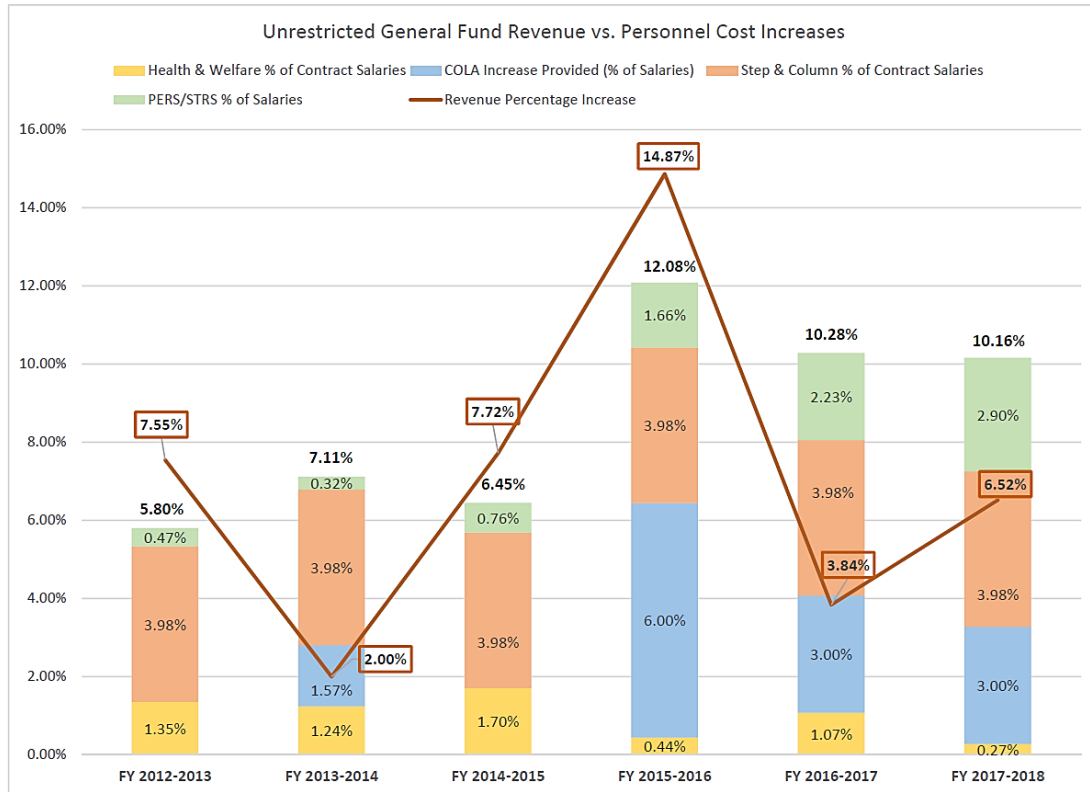
Budget Trends (continued)

- Some personnel related expense categories are showing **upward trends in costs**:
 - Health and Welfare Costs
 - STRS and PERS
 - Salaries
 - Negotiated increases
 - Step and column movement
 - Stipends and other additional payments



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

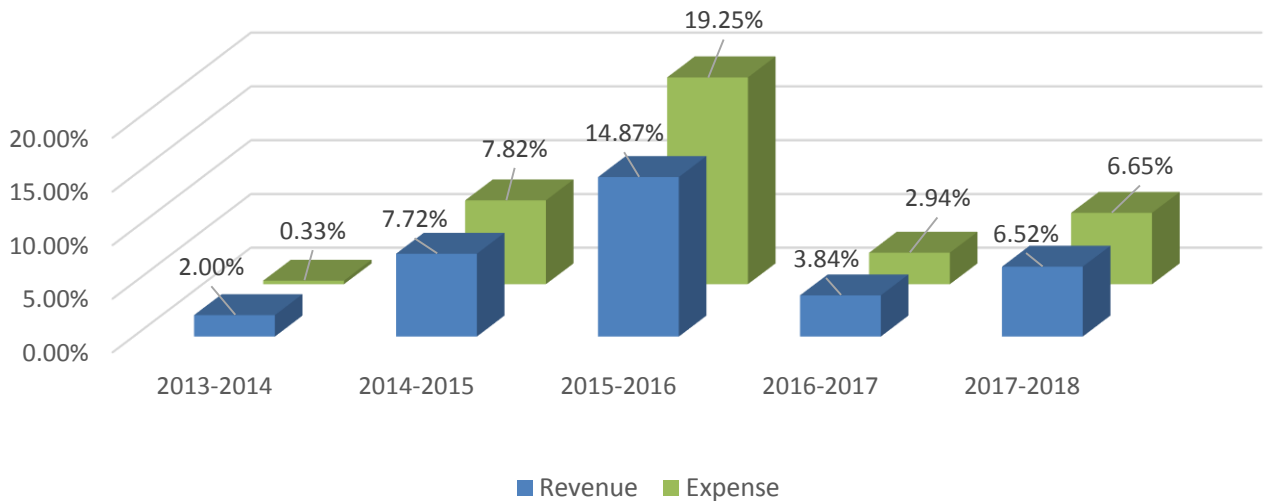


Note: The average over this 6 year period shows personnel costs increasing 8.65% while revenues increased 7.08%



Budget Trends (continued)

Unrestricted General Fund - % Change in Revenues and Expenditures

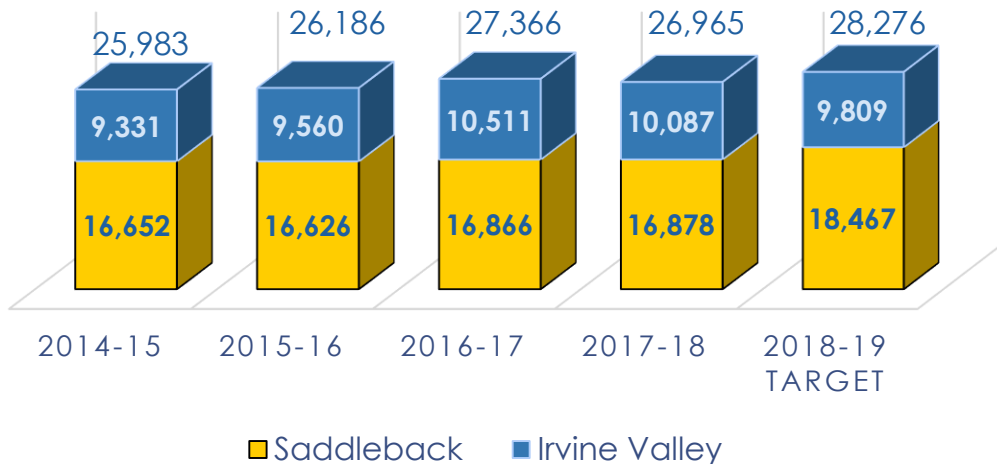




Budget Trends (continued)

FTES

(SUMMER, FALL, SPRING)





Compliance

Faculty Obligation Number (FON)

Fall	Calculated FON	Required FON	Actual FON	Over/(Under) Required FON
2007	300.8	300.8	321.2	20.4
2008	305.8	305.8	333.6	27.8
2009	340.8	305.8	345.9	40.1
2010	363.8	305.8	363.5	57.7
2011	367.6	305.8	374.8	69.0
2012	392.8	305.8	347.2	41.4
2013	400.8	305.8	353.0	47.2
2014	353.8	353.8	376.0	22.2
2015	366.8	366.8	381.2	14.4
2016	376.8	376.8	405.9	29.1
2017	400.8	400.8	418.1	17.3

For Fall 2009 through Fall 2013, the FON was frozen by the Board of Governors
at the Fall 2008 level due to a lack of adequate funds in the state budget



Compliance

50% Law Requirement

	2013-2014	2014-2015	2015-2016*	2016-2017	2017-2018
June	51.45%	51.89%	53.32%	53.80%	53.76%

50% Law Definition - Education Code §84362 requires that 50% of the District operating budget be spent on classroom instruction. This is comprised of salaries and benefits of classroom instructors and instructional aides only. It does not include costs for counselors, librarians, or classroom equipment and supplies.

*Beginning in FY 2015-2016, the district is required to record the STRS on-behalf payments made by the state which has a positive impact on the 50% Law calculation



PERS/STRS Rates & Cost Increases

STRS & PERS Projected Rate and Cost Increases (Unrestricted General Fund)

Fiscal Year	2015-2016 Actual	2016-2017 Actual	2017-2018 Actual	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	2021-2022 Estimated	Annual Increase over 2015-2016	Cumulative Increase
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%	18.600%		
STRS Contribution	6,692,933	8,553,945	9,745,732	10,995,185	12,244,638	12,899,756	12,562,066	5,869,133	26,843,724
Annual Increase		1,861,012	1,191,787	1,249,453	1,249,453	655,119	(337,690)		
PERS Annual Rate	11.847%	13.888%	15.531%	18.062%	20.800%	23.500%	24.600%		
PERS Contribution	4,491,723	5,646,703	6,284,890	7,309,103	8,417,083	9,509,685	9,954,819	5,463,096	20,171,945
Annual Increase		1,154,980	638,187	1,024,213	1,107,979	1,092,602	445,134		
Combined Annual Increase		3,015,992	1,829,974	2,273,666	2,357,432	1,747,721	107,444	11,332,229	47,015,669

Notes: FY 2015-2016 through FY 2017-2018 include negotiated salary increases
FY 2018-2019 through FY 2021-2022 estimates do not assume any changes in salaries



Next Steps

- Ongoing budget challenges:
 - Revenue increases not keeping pace with on-going cost increases
 - Enrollment
 - One time revenue being used for on-going expenses, contrary to the board's budget guidelines and conservative budget practices
 - Monitor Proposition 5 – a property tax transfer initiative
 - Monitor PERS/STRS increases moving forward





Next Steps

- Student Centered Funding Formula (SCFF)
 - Three year phase-in **from** 70% enrollment, 20% low-income counts, and 10% performance outcomes **to** 60%, 20% and 20%
 - Three year hold-harmless including annual cost-of-living
 - We need to determine how we will implement the new funding formula for our future DRAC Allocations





Next Steps

Student Centered Funding Formula Simulation

- SOCCCD would be a “Hold Harmless” district under the new funding formula

New Funding Formula - Advance FY 2018-2019

Base Allocation (Enrollment)	114,111,069
Supplemental Allocation (Low Income)	21,785,814
Student Success Incentive Allocation	18,161,235
Total Calculated Allocation	\$154,058,118

FY 2017-2018 SB361 Plus COLA

P2 funding + 2.71%	\$156,809,621
---------------------------	----------------------

Hold Harmless Amount	\$2,751,503
-----------------------------	--------------------



Next Steps

- Kick off Educational Strategic Master Plan
 - Bids are due August 27, 2018
 - Award Contract in October, 2018
- Amend BP 3100 to include the Board Budget Development Guidelines



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College: FY 2018-2019 Adopted Student Government Budgets

ACTION: Approval

BACKGROUND

On May 21, 2018, the Board of Trustees approved the Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) tentative budgets for FY 2018-2019. Funding for the budgets is derived from the sale of student government activity stickers as well as bookstore and food service commissions. The budgets are established to fund student activities that are educational, social, and/or supportive of student clubs and co-curricular programs. In addition, the budgets provide funding for student scholarships.

STATUS

Since approval of the tentative budgets by the Board of Trustees, the beginning balance for the ASIVC budget has increased from \$55,929 to \$158,114. The beginning balance ASG has increased from \$80,000 to \$177,501. Expenses have been adjusted to match the total available resources. The ASG and ASIVC emergency reserve accounts are set according to each college's policy.

The ASIVC and ASG adopted budgets for FY 2018-2019 are presented as EXHIBITS A and B respectively. The presentation of the ASG and ASIVC budgets includes tables comparing the Tentative Budget to the Adopted Budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the FY 2018-2019 Adopted Student Government Budgets as presented in EXHIBITS A and B.

ASSOCIATED STUDENTS OF IRVINE VALLEY COLLEGE (ASIVC)

FY 2018-2019

ADOPTED BUDGET PRESENTATION

BOARD OF TRUSTEES

AUGUST 27, 2018

**PRESENTED BY: MATT ROSBOROUGH- ASG OF IVC
PRESIDENT**

**IAN RENNIE- ASG OF IVC VICE PRESIDENT OF
BUDGET & FINANCE**

Budget Highlights FY 2018 - 2019

Budgeted: \$818,114 for FY 2018-2019

- \$158,114 beginning balance
 - Due to ASIVC funds allocated not utilized this year
- PROJECTED \$120,000 ASIVC sticker sales
 - Anticipate additional funds with the adoption of opt-out with Fall 2018 registration
- CONTRACTED \$450,000 Bookstore Commissions
 - Confirmation that this amount is minimum guarantee (amidst declining sales)
- CONTRACTED \$90,000 Cafeteria Sales

FY 2018-2019 ASIVC Budget

Sources and Uses of Funds	FY 2017-2018 Adopted Budget	FY 2018-2019 Tentative Budget	FY 2018-2019 Adopted Budget	Change (from Tentative from Adopted)	Notes:
ESTIMATED REVENUE					
Beginning Fund Balance	207,274	55,929	158,114	102,185	a
ASIVC Sticker Sales	54,000	120,000	120,000	0	
Bookstore Commissions	450,000	300,000	450,000	150,000	b
Cafeteria Commissions	90,000	90,000	90,000	0	
TOTAL	801,274	565,929	818,114	252,185	
By Category:					
Club Support	7,500	4,905	7,050	2,145	c
Co-Curricular Programs	95,000	75,160	98,300	23,140	c
Campus Departments (Including Foundation)	202,465	193,503	234,370	40,867	c
ASG of IVC	74,100	26,002	64,000	37,998	c
Student Life	299,320	206,359	333,394	127,035	c
Contingency Funds/Mid Year Requests	122,889	60,000	81,000	21,000	c
Total Uses of Funds	801,274	565,929	818,114	252,185	

- Beginning balance is higher than anticipated due to ASIVC funds not utilized.
- Further clarification of the Follett Contract identified the first year guarantee of the contract to also be the minimum guarantee every year for four more years.
- With the increase in funding, all departments and program funding have been increased from the Tentative Budget.

FY 2018-2019 ASIVC GOALS

LEADERSHIP DEVELOPMENT (STUDENT & STAFF): To provide leadership opportunities that increase student, faculty and staff engagement in clubs, co-curricular programs, committees, departments, workgroups and taskforces.

- Integration of Guided Pathways into Student Government events and activities
- Continued representation of students on campus and district shared governance

SERVICES and ACTIVITIES: To provide services, activities, resources, and communications that increase student awareness, knowledge, skills, and involvement with faculty, staff and other students.

- Mascot Identification Process
- Take Your Faculty for Coffee program
- TeVeannah Smith Emergency Fund

FACILITIES & TECHNOLOGY: To provide facilities and technologies that meet the needs of the Associated Students of IVC.

- Move to Student Activities Center includes the addition of Computing Lab, Reflection Room, Outdoor Space
- Increase our efforts to be sustainable
- Extended Evening Hours and Programs

FISCAL MANAGEMENT: To maintain and increase the revenue funding sources for Associated Students of Irvine Valley College (ASIVC).

- Marketing the ASIVC Access
- Integrated Tracking/ID Card System or App



Associated Students of Irvine Valley College (ASIVC)

Annual Budget Allocation (Detail)

Description	2017-2018	2018-2019
	Adopted	Adopted
CLUB SUPPORT		
ASEC: Event Support and Project Supplies	\$3,000.00	\$3,000.00
Circle K International Club: Leadership Retreats and Fall Training Conference	\$3,500.00	\$3,500.00
Pharmaceutical Health Sciences (PHS) Club: Stethoscopes and Event Supplies	\$1,000.00	
History Club: Additonal Funding		\$550.00
	\$7,500.00	\$7,050.00
CO-CURRICULAR PROGRAM SUPPORT		
Administration of Justice - XTE: Fall Conference	\$7,000.00	\$10,300.00
Dance: Student Competition Lodging, Supplies, End of the Year Banquet	\$14,000.00	\$14,000.00
Forensics/Speech and Debate: Student Registration, Lodging, Meals and Transportation Costs	\$30,000.00	\$30,000.00
Model United Nations Program: Student Conference Costs	\$18,000.00	\$18,000.00
Phi Theta Kappa: Student Conference Costs	\$14,000.00	\$14,000.00
Psi Beta: Chapter Student Conference Costs	\$12,000.00	\$12,000.00
	\$95,000.00	\$98,300.00
DEPARTMENT SUPPORT		
Cafeteria: Repairs and Renovations	\$14,000.00	
Career Center: Event Refreshments	\$1,620.00	
DSPS: Event Support - Awareness Day, Horticultral Therapy Workshop, Student/Parent Information Night	\$1,300.00	\$1,300.00
ELEVATE/AANAPISI: Multicultural Event Refreshments	\$2,000.00	\$2,000.00
English Dept: Printing Costs for The Ear Literary Journal	\$1,000.00	\$1,000.00
EOPS: Event Support - Adopt-a-Family Program, Parents Celebration, Recognition Ceremony	\$9,165.00	\$9,165.00
Equity: Multicultural Leadership Training	\$10,000.00	\$6,000.00
Equity: Multicultural Programs and Events		\$15,500.00

Associated Students of Irvine Valley College (ASIVC)

Annual Budget Allocation (Detail)

Description	2017-2018	2018-2019
	Adopted	Adopted
Food Resource Center: Food and Supplies	\$1,500.00	\$1,500.00
Foundation: Promise Program Mid-Year Request 2018-2019 Cohort (returned due to AB-19 Funding)		
Foundation: Scholarship Awards (including increases for Ambassadors, Pride & Students with Food & Housing Insecurities)	\$40,000.00	\$62,200.00
Guidance and Counseling: Event Support - Horticultural Therapy Workshops	\$500.00	\$500.00
Honors Program: Event Support, Undergraduate Research Conferences	\$7,000.00	\$7,000.00
Kinesiology, Health and Athletics 5: ASIVC funds for Intercollegiate Athletics Supplies, Travel Costs	\$65,000.00	\$65,000.00
International Programs: International Student Week	\$4,000.00	\$4,000.00
LGBTQ+ Advocate: Safe Space Training	\$500.00	\$500.00
Library Week		\$700.00
Music: College Band Directors National Association National Conference (CBDNANC)	\$8,650.00	\$8,650.00
Music: Music Association of California Community Colleges State Conference (MACCC)	\$7,650.00	\$7,650.00
Music: Student Composers' Competition Awards	\$700.00	\$700.00
President's Office: Contingency Funds (5% of Bookstore Commissions \$450,000 = \$25k)		\$25,000.00
Office of Safety and Security: Cadet Program Uniforms and Supplies	\$5,000.00	
Student Ambassadors Program: Supplies and Event Support	\$4,000.00	\$4,000.00
Theater: Musician Contract Services for 2018-2019 Theater Productions	\$8,500.00	\$8,500.00
Transfer Center: Event Refreshments	\$8,880.00	\$2,500.00
Veterans Center: Outreach Support and Meet and Greet	\$1,500.00	\$1,005.00
	\$202,465.00	\$234,370.00

Associated Students of Irvine Valley College (ASIVC)		
Annual Budget Allocation (Detail)		
Description	2017-2018	2018-2019
	Adopted	Adopted
ASG of IVC		
Budget and Finance Committee: Hearings Refreshments	\$600.00	\$600.00
Community Outreach Committee: Outreach Supplies and Event Support	\$2,000.00	\$2,000.00
Conferences: California Community College Student Affairs Student Leadership Conference		\$10,000.00
Facilities and Technology Committee: Facilities Equipment & Supplies	\$2,000.00	\$8,500.00
Interclub/Co-Curricular Council: ASIVC Clubs (\$250 per semester support funds)	\$9,000.00	\$9,000.00
Interclub/Co-Curricular Council: Laser Week Additional Funds for Clubs \$75.00 * 12		\$900.00
Interclub/Co-Curricular Council: Activities (2 Club Days Fall/Spring semesters)	\$11,000.00	\$9,000.00
Judicial Court: Constitution Day		\$1,000.00
Legislative Branch: Fall and Spring Meet and Greets, Take Your Faculty To Coffee (2 semesters), ASG Awareness Day (Spring)	\$15,000.00	\$8,000.00
Public Relations Committee: PR Equipment and Supplies	\$2,000.00	\$2,000.00
Student Advocates		\$1,000.00
Student Activities Committee: Events (Fear Fest, Cram Week X2, Homecoming Dance)	\$10,000.00	\$12,000.00
	\$51,600.00	\$64,000.00
STUDENT LIFE		
Annual Activities (Progressive Open House X2, Welcome Back Day X 2 , Spring Fest, Mardi Gras, Evening Workshops, Discussion Groups)	\$22,000.00	\$19,000.00
Commencement Ceremony	\$15,000.00	\$15,000.00
End of the Year Awards Ceremony	\$5,500.00	\$5,500.00
ASG of IVC Project Specialist - Office Equipment and Supplies (Laptops)		\$1,284.00

Associated Students of Irvine Valley College (ASIVC)

Annual Budget Allocation (Detail)

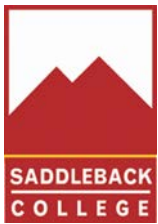
Description	2017-2018	2018-2019
	Adopted	Adopted
ASG of IVC Project Specialists - 2 (20 hours per week limited to 160 days and 960 hours)		\$34,000.00
ASG of IVC NBU (Student Help)	\$18,000.00	\$14,395.00
Facilities Renovations	\$9,000.00	\$9,000.00
Homecoming: Events, Activities and Supplies		\$5,000.00
Homecoming: Scholarships	\$7,000.00	\$7,000.00
Laser Rewards Program	\$10,000.00	
Laser Week/Student Convocation - Fall 2018	\$4,000.00	\$8,000.00
Leadership Development: Fall Retreat	\$22,500.00	\$22,500.00
Leadership Development Events and Supplies: Pre-Fall, Fall, Winter, Spring and Monthly Trainings	\$25,700.00	\$20,700.00
Office Supplies: Duplicating, Padfolios, Shirts, Supplies	\$5,000.00	\$10,000.00
Student Life Office Assistant Salaries and Benefits	\$97,000.00	\$105,015.00
Operations: Bookstore and Cafeteria Utilities	\$17,000.00	\$17,000.00
Operations: Equipment, Promotions,	\$43,120.00	\$25,000.00
Preview Day: Event Refreshments/Facilities Rental	\$12,000.00	
Scholarship Awards Ceremony - Facilities, Refreshments	\$9,000.00	\$15,000.00
	\$321,820.00	\$333,394.00
CONTINGENCY FUNDS		
Contingency Funds/Mid Year Requests (<i>10% minimum</i>)	\$122,889.00	\$81,000.00
TOTAL FUNDS		
Total Budget Allocation	\$801,274.00	\$818,114.00



Associated Student Government FY 2018-2019 Adopted Budget Presentation

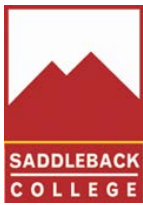
SOCCCD Board of Trustees
August 27, 2018

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



Budget Highlights

- \$177,501 in beginning balance due to unused funds from FY 2017-2018
- \$75,000 projected in Stamp Sales; this is an increase of \$25,000 from previous years due to opt-out being implemented for the 2018-2019 academic year
- Decrease in contracted revenue due to smaller guarantee in year two of the newest bookstore contract. (ASG receives 40.72% of contracted services revenue)
 - \$201,564 (90% of FY 2017-2018 \$550,000 minimum guarantee @ 40.72%)
 - \$29,318 (12 months - Cafeteria @ \$4,000/month, The Drip @ \$1,600/month and vending @ \$400/month times 40.72%)
- After taking out emergency reserve, ASG is committed to donate 20% of total sources of funds to scholarships; ASG will also be contributing funds to the new Saddleback College Promise Program in FY 2018-2019
 - Child Development Center Scholarships - \$25,000
 - Foundation General Scholarships - \$27,798
 - Financial Aid Book Scholarships - \$8,500
 - Promise Program - \$ 27,798



Adopted Budget Chart

Sources and Uses of Funds	FY 2017-2018 Adopted	FY 2018-2019 Tentative	FY 2018-2019 Adopted	Change	Note
Sources of Funds					
<i>Beginning Balance</i>	82,980	80,000	177,501	97,501	A
Revenue					
Bookstore Contract	241,682	201,564	201,564	-	B
Cafeteria/Coffee Cart/Vending	29,318	29,318	29,318	-	C
Stamp Sales	50,000	75,000	75,000	-	D
Total Sources of Funds	403,980	385,882	483,383	97,501	E
Uses of Funds					
Campus Life	65,300	67,960	72,960	5,000	F
Co-Curricular Programs	31,500	46,850	50,350	3,500	F
ASG Operations	14,789	11,500	15,500	4,000	F
ASG Operations (Personnel, Non-Discretionary)	120,095	116,127	114,128	(1,999)	F
Student Support	51,100	35,400	92,967	57,567	F
Scholarships	80,796	69,458	89,095	19,637	G
Emergency Reserve	40,400	38,587	48,383	9,796	H
Total Uses of Funds	403,980	385,882	483,383	97,501	E

- A. Beginning balance from unused funds from FY 2017-2018
- B. Bookstore revenue reduced due to smaller minimum guarantee for year two
- C. Dining services will remain stable for FY 2018-2019
- D. ASB Stamp revenue has increased due to the new Opt-Out for FY 2018-2019
- E. Total Sources of Funds increased due to beginning balance
- F. A new system to allocate funds to divisions was used; this impacted the variance in some categories due to new programs funded
- G. Scholarships reflect 20% of the budget after emergency reserve is taken out; increased due to larger beginning funds
- H. Emergency reserve reflects 10% of the Sources of Funds



FY 2018-2019 ASG Goals

Sustainability

- Build upon last year's success to work on initiatives with the ASG Sustainability Council and the Campus Wide Sustainability Committee to create avenues for a more sustainable campus
- Projects include exploring solar options for the campus and creating a plastic free campus

Civic Engagement

- Host candidate forums and discussions on hot topic issues to help create more informed voters for the upcoming November election
- Have voter registration tables at all ASG events during the academic year

Non Academic Barriers

- Assist with food insecurity programs on campus such as the Student Health and LRC campus pantries
- Research options for affordable housing for the campus
- Explore options for reduced bus and train passes for students
- Continue to partner with campus health, campus police, and other entities on campus on educational programs regarding topics of sexual assault and mental health

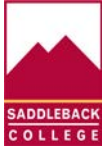




Associated Student Government Budget



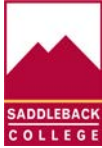
USES OF FUNDS		
Division Title		
#. Allocation Title	2017-2018 ADOPTED	2018-2019 ADOPTED
Advanced Technology and Applied Science		
1. Earth Week	2,900	2,500
2. Auto Sustainability and Alternative Fuel Day	0	2,500
Total	2,900	5,000
Business Science		
1. Table and Phone Charging Station	0	1,800
Total	0	1,800
Fine Arts and Media Technology		
1. Noon Concert Hour Series	1,000	4,500
2. Guest Artists	3,000	3,000
3. Community Space Making	0	3,500
4. Speech/Forensics Team Lodging, Meals, & Fees	7,500	3,200
Total	11,500	14,200
Health Sciences and Human Services		
1. Medical Assistant Graduation	500	1,500
2. Human Services Graduation Reception	500	1,000
3. Red Ribbon Substance Abuse Criminal Justice Career Fair	1,000	500
4. HS Speakers/Addiction treatment Conference	0	900
5 California Certification Event	0	1,250
6. Nursing Pinning Ceremony	1,500	1,500
7. CAADE Conference	1,000	1,200
8. Annual NSNA Convention (CNSA Club)	5,500	5,500
9. CNSA State Convention	1,000	1,000
Total	11,000	14,350
Liberal Arts		
1. Annual Journalism Banquet	800	800
2. Dia De Los Muertos Event	800	800
3. Gender Conference	1,000	1,000
4. Ramadan Event	1,000	1,000
5. International Film Festival	1,000	800
6. Latin Film Festival	700	800
7. Day of Silence	700	800
Total	6,000	6,000
Online Education and Learning Resources		
1. Crunch Time	1,400	1,400



Associated Student Government Budget



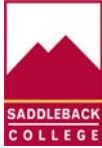
USES OF FUNDS		
Division Title		
#. Allocation Title	2017-2018 ADOPTED	2018-2019 ADOPTED
Total	1,400	1,400
Math, Science and Engineering		
1. Science Lecture Series	15,000	19,900
2. Greenhouse Matching Fund	0	10,000
3. MSE Academic Triathlon	2,000	2,000
Total	17,000	31,900
Kinesiology and Athletics		
1. American College Dance Festival	2,000	4,060
Total	2,000	4,060
Social and Behavioral Sciences		
1. Anthropology Brown Bag Lecture Series	2,500	1,900
2. Director's Visit/Film Showing of UnSLut	0	2,900
3. CDE Conference	0	2,500
4. Gerontology Aging Session and Sociology Speaker	0	1,500
5. Psychology Speaker and Research Series	2,000	1,700
6. GEOG Poster Session	1,000	1,500
7. Anthropology Conference	2,000	2,000
Total	7,500	14,000
Student Equity and Special Programs		
1. DSPS Ability Awareness Week	1,500	1,500
2. DSPS Student & Volunteer Recognition Dinner	1,000	1,000
3. DSPS Student/Co-Curricular Support Program	1,700	1,700
4. Transfer Celebration	2,000	2,000
5. Women's Conference	1,000	1,500
6. VETS Resource Fair/VETS Day/Recognition	3,000	3,000
7. EOPS Student Recognition	1,000	1,500
8. EOPS Winter Workshop	900	900
9. EOPS Graduation Caps & Gowns	500	500
10. Adaptive Kinesiology Mentorship Program	1,200	1,200
11. VETS Mentorship Program	1,200	1,200
Total	15,000	16,000



Associated Student Government Budget



USES OF FUNDS		
Division Title		
#. Allocation Title	2017-2018 ADOPTED	2018-2019 ADOPTED
Campus Life		
1. Office Assistant Personnel	55,000	55,000
2. NBU Staff	41,800	39,800
3. Campus Life Squad Student Employees	6,500	6,500
4. Commencement	4,000	3,000
5. Campus Life Program	10,000	10,000
Total	117,300	114,300
ASG (Stamp Sales Revenue)		
1. ASB Fund Card Purchase Agreement (revenue generating)	14,550	11,715
2. Duplication	2,000	2,000
3. Credit Card Fee	45	45
4. Postage	200	200
5. Move Ticket Consignment (revenue generating)	2,500	2,322
6. Events Committee Budget	6,000	9,000
7. ASG Leadership Training Retreats (Board of Directors)	2,000	1,500
8. End of the Year Banquet (Board of Directors)	500	500
9. Board of Directors Programming	6,000	6,000
10. Special Topic Grants (Budget Committee)	11,000	62,112
11. Supplies (Budget Committee)	3,289	2,500
12. Veterans Student Council	4,000	4,000
13. Honors Student Council	4,000	4,000
14. Campus sustainability Council	0	4,000
15. International & Diversity Student Council	4,000	4,000
16. Inter-Club Council	6,000	6,000
17. Publicity Committee	3,000	3,000
ASG Total	69,084	122,894



Associated Student Government Budget



USES OF FUNDS		
Division Title		
#. Allocation Title	2017-2018 ADOPTED	2018-2019 ADOPTED
Student Scholarships/Grants		
1. SC Foundation Scholarships	56,296	27,798
2. Financial Aid Book Scholarships	7,500	8,500
3. Promise Program	0	27,798
4. Child Development Center Grants	17,000	25,000
Total	80,796	89,095
Reserves		
1. Emergency Reserve	40,400	48,383
Total	40,400	48,383
TOTAL USES OF FUNDS	\$403,980.00	\$483,383.00
SOURCES OF FUNDS		
Contract Revenue	271,000	230,882
Stamp Sales Revenue	50,000	75,000
SUBTOTAL PROJECTED REVENUE	\$321,000	\$305,882
Emergency Reserve	0	0
Beginning Balance	82,980	177,501
TOTAL SOURCES OF FUNDS	\$403,980.00	\$483,383.00
*NOTE:		
CC = Co-Curricular CL = Campus Life, SS = Student Support, OP = ASG Operations, OP/ND = ASG Operations, Non-Discretionary		
ASG Budget Mission Statement The Associated Student Government shall fund programs that directly benefit currently enrolled, Saddleback College students through scholarships, student organizations and division-run student programming. ASG shall fund college divisions that directly provide comprehensive programs that extend the student learning experience outside of the classrooms, and promote personal growth and development of Saddleback students. ASG supports student success by providing scholarships, special topic grants (such as mentorship programs), funding club organizations, and other extra-curricular activities. ☐ ASG Bylaws, §8.2.1		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Agreements for Technology and Related Services, Synergy Software Solutions, Inc. and Nimble Consulting

ACTION: Approval

BACKGROUND

The District has undertaken, established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics.

STATUS

Synergy Software Solutions, Inc., Nimble Consulting and their respective employees and personnel possess unique and technical experience in providing technology and related services that are specific to the District's software and systems that are not available from other companies.

In January, 2018, the Board approved Resolution No. 18-02 (EXHIBIT A), declaring it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services to be provided by Synergy Software Solutions, Inc. and Nimble Consulting and the cases, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

Staff has consulted with legal counsel and recommends approval of the Synergy Software Solutions, Inc. Agreement (EXHIBIT B) and the Nimble Consulting Agreement (EXHIBIT C) for a contractual term of September 1, 2018 through August 31, 2019 and will be renewable annually, for up to four (4) additional one-year terms, subject to funding availability and satisfactory performance. The annual professional fees at the hourly rates are outlined in the chart below:

Synergy Software Solutions, Inc.	\$107/hour	\$215,712 Annually
Nimble Consulting	\$136/hour	\$274,176 Annually

Funding for these specialized services are available in the approved basic aid allocation for SIS Enhancements, MAP Enhancements, and related projects.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology and Learning Services

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreements for technology and related services with Synergy Software Solutions, Inc. (EXHIBIT B) for a contract value not to exceed \$215,712 per year and Nimble Consulting (EXHIBIT C) for a contract value not to exceed \$274,176 per year for a contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.

**BEFORE THE GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO APPROVE CONTRACTS FOR TECHNOLOGY
AND RELATED SERVICES TO SYNERGY SOFTWARE
SOLUTIONS, INC. AND NIMBLE CONSULTING**

RESOLUTION NO. 18-02

WHEREAS, the South Orange County Community College District ("District") has determined it is necessary to procure specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services;

WHEREAS, the District is atypical in higher education in the scope and scale of systems development it has undertaken and the District has established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics;

WHEREAS, Synergy Software Solutions, Inc. ("Synergy") and its personnel possess unique technical skills and experience in providing business analysis, software development, database design and user interface design services; Synergy has in-depth knowledge of academic planning software and the specific requirements of the California community college system; is the only developer in the state who has fully integrated an academic planning tool with the state Project ASSIST articulation database and has experience in degree audit system integration which includes electronic transcripts; possesses "soft skills" which allows the District to have Synergy interact directly with the District's My Academic Plan (MAP) design team to perform business analysis lowering the overall cost to the District since Synergy can perform the functions that other consulting firms would require multiple people/ companies to perform;

WHEREAS, Synergy is best suited to provide technology and related services to implement, monitor and maintain the District's MySite Portal, Student Information System (SIS), and My Academic Plan (MAP);

WHEREAS, Nimble Consulting and its personnel possess unique technical skills and experience in that it was the primary database designer for a Student Information System (SIS) designed specifically for California community colleges; Nimble Consulting has extensive technical skills and experience in database design and architecture including the recent industry movement to hosted services such as Amazon Web Services (AWS) which the District is aggressively pursuing to lower long-term costs and business continuity risks; the District uses the SCRUM software development methodology and Nimble Consulting is also a certified ScrumMaster which enables it to successfully manage large scale software projects while also

performing the database design on those projects; Nimble Consulting has a unique mix of deep technical, architectural and project management skills that would require the District to engage multiple people/ companies to perform the same services;

WHEREAS, Nimble Consulting is best suited to provide technology and related services to implement, monitor and maintain the District's MySite Portal, SmartSchedule, Student Information System (SIS), and Sherpa;

WHEREAS, pursuant to Public Contract Code section 3400(b)(3), the District's Board of Trustees ("Board") has determined that due to the specific and unique needs of the District, the specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics are only available from Synergy and Nimble Consulting;

WHEREAS, the District's Board has determined that it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services including, but not limited to, specialized project management services, database design and analysis, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that the procurement of the District's specific and unique technology and related services is required and necessary based on the factors set forth above and herein, and that it would work an incongruity and not produce any advantage to competitively bid the procurement of such services since Synergy and Nimble Consulting are the only companies that can provide the specific and unique technology and related services required by the District.

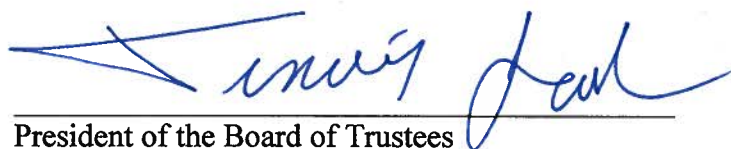
Section 3. The Board hereby approves the contracts with Synergy and Nimble Consulting attached hereto as Attachment "A" and "B" respectively.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South Orange County Community College District this 22nd day of January, 2018, by the following vote:

AYES:	<u>7</u>
NOES:	<u>0</u>
ABSENT:	<u>-</u>
ABSTAINED:	<u>-</u>

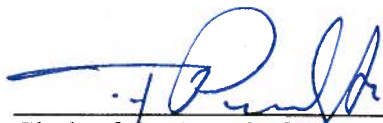
I, Timothy Jemal, President of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.



President of the Board of Trustees
South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a regular meeting thereof held on the 22nd day of January, 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 22nd day of January, 2018.



Clerk of the Board of Trustees
South Orange County Community College District



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 **Synergy Software Solutions, Inc.** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Please see Attachment A for Scope of Work details.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on September 1, 2018, and shall continue in full force and effect thereafter until and including August 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of twelve (12) months each, contingent to funding allocation for the project. This Agreement will not exceed a five (5) year term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred Fifteen Thousand Seven Hundred Twelve Dollars (\$215,712.00) ("Contract Amount") per twelve (12) month period for \$107 per hour. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is

obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

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

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the

matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss

which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Procurement, Central Service & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Contractor: Synergy Software Solutions, Inc.
Pratik Modi
33 Raven Lane
Aliso Viejo, CA 92656
213-300-8877 pmodi@socccd.edu

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: _____

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A
Scope of Work for Programming Consultants – Synergy Software Solutions, Inc.

Programming Experience Required

- Experienced and proven software engineer, with 8-10 years experience designing and developing software in higher education.
- Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, and Transact-SQL, with a strong understanding of .NET Framework internals.

SOCCCD Microsoft Development Environment

- Team Foundation Services (TFS)/Visual Studio for Application Lifecycle Management (ALM)
- .NET framework, ASP.NET 4.0 and higher with C#
- Microsoft SQL Server for database
- jQuery
- WPF for client server using MVVM design pattern
- MVC, MVP, MVVC design patterns
- ASP.Net Web API
- Pilot project underway utilizing Amazon Web Services (AWS), Docker, VSTS/Git

Job Duties

- Design, program, test, install and maintain computer application systems.
- Identify, evaluate and solve complex system and programming problems.
- Analyze data and establish system requirements to develop logical solutions to data processing problems or tasks.
- Integrate new system applications with legacy systems in a mixed platform environment.
- Present and explain technical information in understandable terms.
- Work in an agile team environment and communicate regularly and effectively with team members.

Scope of Work

Synergy will be required to maintain and enhance the following Student Information System (SIS) modules:

- My Academic Plan (MAP)
- eTranscripts
- uAchieve degree audit integration,
- Regroup emergency messaging integration
- Canvas LMS integration

Additional assignments for the 2018/19 year may include the following projects:

- Ongoing SIS support wherever needed
- MAP Level Up

COMPENSATION:

5-year Pricing Option (Fixed for 5 years):

Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023
Hourly rate: \$107	Hourly rate: \$107	Hourly rate: \$107	Hourly rate: \$107	Hourly rate: \$107
Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016
Total amount not to exceed: \$215,712	Total amount not to exceed: \$215,712	Total amount not to exceed: \$215,712	Total amount not to exceed: \$215,712	Total amount not to exceed: \$215,712



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 **Nimble Consulting** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Please see Attachment A for Scope of Work details.
--

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on September 1, 2018, and shall continue in full force and effect thereafter until and including August 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of twelve (12) months each, contingent to funding allocation for the project. This Agreement will not exceed a five (5) year term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred Seventy-Four Thousand One Hundred Seventy-Six Dollars (\$274,176.00) ("Contract Amount") per twelve (12) month period for \$136 per hour. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-

profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

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

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor

consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for

transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Procurement, Central Service & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Contractor: Nimble Consulting
Christian Hira
2 Windgate
Mission Viejo, CA 92692
949-547-0498 chira91@socccd.edu

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: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A

Scope of Work for Database Architect/ScrumMaster – Nimble Consulting

Database Architect/ScrumMaster possessing at least ten years of experience shall provide the District with the following scope of work minimally:

Database Architect

- Determines database structural requirements by analyzing client operations, applications, and programming; reviewing objectives with clients; evaluating current systems;
- Develops database solutions by designing proposed system; defining database physical structure and functional capabilities, security, back-up, and recovery specifications.
- Installs database systems by developing flowcharts; applying optimum access techniques; coordinating installation actions; documents actions.
- Maintains database performance by identifying and resolving production and application development problems; calculating optimum values for parameters; evaluating, integrating, and installing new releases; completing maintenance; answering user questions.
- Provides database support by coding utilities, responding to user questions, and resolving problems.
- Assist in the transition of SOCCCD databases from locally hosted to cloud services – in particular Amazon Web Services (AWS).

ScrumMaster

- Guides the team and organization on how to use Agile/Scrum practices
- Removes impediments or guides the team to remove impediments by finding the right personnel to remove the impediment.
- Builds a trusting and safe environment where problems can be raised without fear of blame, retribution, or being judged, with an emphasis on problem-solving.
- Facilitates getting the work done without coercion, assigning, or dictating the work.
- Facilitates discussion, decision making, and conflict resolution.
- Provides all support to the team to ensure project success.

These services will be required from for the Database Architect/ScrumMaster for the Student Information System (SIS) maintenance and enhancements, but also for the following upcoming projects:

- SmartSchedule Phase 2 and Phase 3
 - The online class schedule is long overdue for a cosmetic upgrade, but this project will also upgrade the functionality so it becomes more than just a digital representation of the old paper schedule. We can now tap into data from the MAP, Sherpa and Predictive Analytics projects to create a class schedule customized to match the individual goals and preferences of every student. If a student's academic goal is to transfer to UC Irvine then he can choose to only view UC transferable courses. If a student can only take evening classes then she can choose to filter out any class offered during the day. The intent will be to help students quickly find the classes that will lead to their success. The system can be even more proactive and provide the students a suggested list of classes based on their goals, preferences and past registration activity. It will adapt to their responses and guide them into developing a schedule personalized to their individual needs.
- Mobile Registration
 - One of the top requests that came out of the Fall 2014 waitlist pilot was to create a mechanism that allows students to easily accept or decline a seat in a class when they are notified they can enroll. Currently students receive an email and a text message (if they opt-in) that notifies them when a seat is available. The students have to log into MySite, navigate to registration and enter the ticket number and APC that is provided to them. If they no longer want the class they have to navigate to the waitlist page to remove themselves and few students are using this feature. This project would make the process simpler and mobile friendly so it can easily be conducted on their phones. We will also be making the standard add/drop process in MySite entirely mobile responsive.

- Student Success Roadmap
 - This project will build on the success of our MAP and Sherpa systems but take a more holistic approach to student success. Our colleges have been making effective use of Sherpa, but each nudge is currently sent out in isolation and students are not provided an overview of all of the steps necessary for them to succeed. We plan on building a system that will provide each student with a personalized and customized Roadmap, one that clearly lays out the sequence of steps they need to take. The Roadmap will show each student where they personally are in the process and clearly guide them to the next step. For example, if a student has completed an application and orientation but has yet to complete assessment and/or advisement, then the Roadmap will indicate their current progress and give them detailed directions on their next step.
- Registration Restriction Module
 - We recently improved the prerequisite system to support more complicated scenarios and can now support both Boolean AND and OR requirements. The corequisite system has a similar need and should also be upgraded. This system can also provide a more flexible system to accommodate courses that require pre-enrollment approval such as auditions.

COMPENSATION:

5-year Pricing Option (Fixed for 5 years):

Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023
Hourly rate: \$136	Hourly rate: \$136	Hourly rate: \$136	Hourly rate: \$136	Hourly rate: \$136
Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016
Total amount not to exceed: \$274,176	Total amount not to exceed: \$274,176	Total amount not to exceed: \$274,176	Total amount not to exceed: \$274,176	Total amount not to exceed: \$274,176

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adopt Resolution No. 18-20 and Enter into Agreements for Technology and Related Services with Redisq Technologies, JB Technology Consulting, LLC, and i3 Solutions

ACTION: Approval

BACKGROUND

The District has undertaken, established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, Inform Data Warehouse, and Predictive Analytics.

STATUS

Redisq Technologies, JB Technology Consulting, LLC and i3 Solutions and their respective employees and personnel possess unique and technical experience in providing technology and related services that are specific to the District's software and systems that are not available from other companies.

As detailed in Resolution No. 18-20 (EXHIBIT A), it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services to be provided by Redisq Technologies, JB Technology Consulting, LLC and i3Solutions and the cases, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

Staff has consulted with legal counsel and recommends approval of the Redisq Technologies Agreement (EXHIBIT B), JB Technology Consulting, LLC Agreement (EXHIBIT C) and i3 Solutions Agreement (EXHIBIT D) for a contractual term of September 1, 2018 through August 31, 2019 and will be renewable annually, for up to four (4) additional one-year terms, subject to funding availability and satisfactory performance. The annual professional fees at the hourly rates are outlined in the chart below:

Redisq Technologies	\$82/hour	\$165,312 Annually
JB Technology Consulting, LLC	\$92/hour	\$185,472 Annually
i3 Solutions	\$88/hour	\$177,408 Annually

Funding for these specialized services are available in the approved basic aid allocation for SIS Enhancements, MAP Enhancements, and related projects.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*
Dr. Robert Bramucci, Vice Chancellor, Technology and Learning Services

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-20 (EXHIBIT A) and enter into agreements for technology and related services with Redisq Technologies (EXHIBIT B) for a contract value not to exceed \$165,312 per year, JB Technology Consulting, LLC (EXHIBIT C) for a contract value not to exceed \$185,472 per year and i3 Solutions (EXHIBIT D) for a contract value of not to exceed \$177,408 per year for the contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.

**BEFORE THE GOVERNING BOARD OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**RESOLUTION TO APPROVE CONTRACTS FOR TECHNOLOGY
AND RELATED SERVICES TO REDISQ TECHNOLOGIES, JB TECHNOLOGY
CONSULTING, LLC, AND i3 SOLUTIONS**

RESOLUTION NO. 18-20

WHEREAS, the South Orange County Community College District (“District”) has determined it is necessary to procure specialized technology and related services including, but not limited to, specialized project management services, design and programming services, and specialized software development services;

WHEREAS, the District is unique in higher education in the scope and scale of systems development it has undertaken and the District has established and uses unique software and systems that it developed and built on its own and are not used by other community college districts or higher education institutions including, but not limited to, Identity Management, Cloud based Infrastructure as a Service, DevOps Engineering, MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics;

WHEREAS, Redisq Technologies (“Redisq”), and its personnel possess unique technical skills and experience in providing business analysis, software development, and user interface design services; Redisq has in-depth knowledge of the specific requirements of the California community college system and has specific and unique experience in the following SIS components: Grade Submission, Transcripts Processing, Counseling and Matriculation, Application for Admission, Prerequisites, Awards Management System (AMS), Extended Opportunity Programs and Services (EOPS), Positive Attendance and SIS State Compliance Issues;

WHEREAS, Redisq is best suited to provide technology and related services to implement, monitor and maintain the District’s MySite Portal and Student Information System (SIS);

WHEREAS, JB Technology Consulting, LLC (“JB Technology”) and its personnel possess unique technical skills and experience in providing identity management, cloud infrastructure services, and DevOps Engineering; JB Technology has in-depth knowledge of the specific requirements of the California community college system and has specific and unique experience in the following: Shibboleth, Active Directory Federation Services, Cloud based infrastructure as a service, PowerShell, and software defined infrastructure;

WHEREAS, JB Technology is best suited to provide technology and related services implement, monitor, maintain, and troubleshoot the district's cloud infrastructure, single sign-on infrastructure, and back office scripted systems including provisioning;

WHEREAS, i3 Solutions and its personnel possess unique technical skills and experience in providing business analysis and IT project management; i3 Solutions has in-depth knowledge of the specific requirements of the California community college system and has specific and unique experience in the following project management areas: Service Desk implementation, unified ID card, Information Security;

WHEREAS, i3 Solutions is best suited to provide project management and related services for several in progress IT projects such as the Service Desk, Unified ID Card, and Information Security projects;

WHEREAS, pursuant to Public Contract Code section 3400(b)(3), the District's Board of Trustees ("Board") has determined that due to the specific and unique needs of the District, the specialized technology and related services including, but not limited to, specialized project management services, identity management services, cloud architecture services, information security project management services, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics are only available from Redisq Technologies, JB Technology Consulting and i3 Solutions;

WHEREAS, the District's Board has determined that it would work an incongruity and not produce any advantage to competitively bid specialized technology and related services including, but not limited to, specialized project management services and analysis, design and programming services, and specialized software development services as it relates to the following systems used by the District: MySite Portal, SmartSchedule, Student Information System (SIS), My Academic Plan (MAP), Sherpa, inform Data Warehouse, and Predictive Analytics; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that the procurement of the District's specific and unique technology and related services is required and necessary based on the factors set forth above and herein, and that it would work an incongruity and not produce any advantage to competitively bid the procurement of such services since Redisq Technologies, JB Technology Consulting, LLC and i3 Solutions are the only companies that can provide the specific and unique technology and related services required by the District.

Section 3. The Board hereby approves the contracts with Redisq Technologies, JB Technology Consulting, LLC and i3 Solutions attached hereto as Exhibits “B,” “C” and “D” respectively.

Section 4. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the South Orange County Community College District this 27th day of August 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Timothy Jemal, President of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Governing Board
South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board at a regular meeting thereof held on the 27th day of August 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 27th day of August 2018.

Clerk of the Governing Board
South Orange County Community College District



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 **Redisq Technologies** ("Contractor"), a Washington limited liability company. District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

Please see Attachment A for Scope of Work details.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on September 1, 2018, and shall continue in full force and effect thereafter until and including August 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of twelve (12) months each, contingent to funding allocation for the project. This Agreement will not exceed a five (5) year term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Sixty-Five Three Hundred Twelve and 00/100 Dollars (\$165,312.00) ("Contract Amount") per twelve (12) month period for \$82.00 per hour. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a

Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

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

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure

and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may terminate this Agreement by giving the District thirty (30) days written notice.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for

transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Contractor: Redisq Technologies
Mollishree Sawhney
217 245th Place NE
Sammamish, WA 98074
423-623-0701 msawhney91@socccd.edu

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: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A

Scope of Work for Programming Consultants – Redisq Technologies

Programming Experience Required

- Experienced and proven software engineer, with 5-8 years experience designing and developing software in higher education.
- Capable of working independently or in a team to develop strong technology solutions using ASP.NET, WinForms, C#, and Transact-SQL, with a strong understanding of .NET Framework internals.

SOCCCD Microsoft Development Environment

- Team Foundation Services (TFS)/Visual Studio for Application Lifecycle Management (ALM)
- .NET framework, ASP.NET 4.0 and higher with C#
- Microsoft SQL Server for database
- jQuery
- WPF for client server using MVVM design pattern
- MVC, MVP, MVVC design patterns
- ASP.Net Web API
- Pilot project underway utilizing Amazon Web Services (AWS), Docker, VSTS/Git

Job Duties

- Design, program, test, install and maintain computer application systems.
- Identify, evaluate and solve complex system and programming problems.
- Analyze data and establish system requirements to develop logical solutions to data processing problems or tasks.
- Integrate new system applications with legacy systems in a mixed platform environment.
- Present and explain technical information in understandable terms.
- Work in an agile team environment and communicate regularly and effectively with team members.

Scope of Work

Redisq Technologies will be required to maintain and enhance the following Student Information System (SIS) modules:

- Grade Submission
- Transcripts Processing
- Counseling and Matriculation
- Application for Admission
- Prerequisites
- Awards Management System (AMS)
- Extended Opportunity Programs and Services (EOPS)
- Multiple Measures Assessment Project (MMAP)
- Positive Attendance
- eTranscripts
- Various SIS State Compliance Issues

Additional assignments for the 2018/19 year may include the following projects:

- Ongoing SIS support wherever needed
- AB705 support
- Registration Restriction Module
- Mobile Registration

COMPENSATION:

5-year Pricing Option (Fixed for 5 years):

Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023
Hourly rate: \$82	Hourly rate: \$82	Hourly rate: \$82	Hourly rate: \$82	Hourly rate: \$82
Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016
Total amount not to exceed: \$165,312	Total amount not to exceed: \$165,312	Total amount not to exceed: \$165,312	Total amount not to exceed: \$165,312	Total amount not to exceed: \$165,312



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 **JB Technology Consulting, LLC** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Please see Attachment A for Scope of Work details.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on November 1, 2018, and shall continue in full force and effect thereafter until and including October 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of twelve (12) months each, contingent to funding allocation for the project. This Agreement will not exceed a five (5) year term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Eighty-Five Thousand Four Hundred Seventy-Two and 00/100 Dollars (\$185,472.00) ("Contract Amount") per twelve (12) month period at \$92 per hour. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

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

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express

written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Procurement, Central Service & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Contractor: JB Technology Consulting, LLC
Jonathan Byers
46366 Teton Trail
Temecula, CA 92592
562-234-0291 jbyers890@socccd.edu

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: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A
Scope of Work for Programming Consultants – JB Technology Consulting, LLC

Programming Experience Required

- Experienced and proven DevOps Engineer with 3-5 years of experience using Microsoft PowerShell for back office automation and integration.
- Capable of working independently or in a team to develop strong technology solutions using Microsoft PowerShell with strong knowledge of Office 365, Microsoft Exchange, Active Directory.
- Capable of acting as a subject matter expert for federated directory services and identity management providing consulting to management and developers.
- Proven Amazon Web Services engineer and architect with 3 or more years of experience with expert knowledge in Platform as a Service and Infrastructure as a Service best practices, architecture, and administration.
- Experience with code defined infrastructure.

SOCCCD Environment

- Microsoft infrastructure including but not limited to:
 - Windows 2012 and 2016
 - Active Directory
 - Group Policy
 - Sharepoint
 - Exchange
 - Office 365
- Amazon Web Services including but not limited to:
 - Infrastructure as a Service
 - Platform as a Service
- Identity Management:
 - ADFS
 - Shibboleth
 - Saml

Scope of Work

JB Technology Consulting will be required to maintain and enhance the following District IT Systems:

- Office 365
- Microsoft Exchange
- Active Directory Federated Services
- Amazon Web Services

COMPENSATION:

5-year Pricing Option (Fixed for 5 years):

Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023
Hourly rate: \$92	Hourly rate: \$92	Hourly rate: \$92	Hourly rate: \$92	Hourly rate: \$92
Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016
Total amount not to exceed: \$185,472	Total amount not to exceed: \$185,472	Total amount not to exceed: \$185,472	Total amount not to exceed: \$185,472	Total amount not to exceed: \$185,472



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 **i3 Solutions** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

Please see Attachment A for Scope of Work details.
--

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on November 1, 2018, and shall continue in full force and effect thereafter until and including October 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement. The District reserves the option to extend the terms of the contract for additional periods consisting of twelve (12) months each, contingent to funding allocation for the project. This Agreement will not exceed a five (5) year term total.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Seventy-Seven Thousand Four Hundred Eight and 00/100 Dollars (\$177,408.00) ("Contract Amount") per twelve (12) month period at \$88 per hour. Additional details: Please see Attachment A for Compensation details.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 12.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

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

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express

written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If District terminates for cause, it shall be entitled to compensation from contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated. Contractor may not terminate this Agreement except for cause.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Contractor agrees to waive all rights of subrogation against the District, its parents, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.

13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 12 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

19. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

20. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

21. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

22. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District
Priya Jerome, Executive Director, Procurement, Central Service & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635
(949) 582-4850

Contractor: i3 Solutions
Iden Sadeghieh
24902 Overland Drive
Laguna Hills, CA 92653
949-400-9065 isadeghieh@socccd.edu

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: _____
Signature of Authorized Representative

Signature of Authorized Representative

Print Name: _____

Print Name: Ann-Marie Gabel

Print Title: _____

Print Title: Vice Chancellor, Business Services

Date: _____

Date: _____

Initiating Department: _____

District IT

Contact Name: _____

Jim Gaston

Contact Phone & Email: _____

949-582-4336, jgaston@socccd.edu

ATTACHMENT A

Scope of Work for Programming Consultants – i3 Solutions

Project Management/Coordination Experience Required

- 5 or more years of experience coordinating, tracking, and communicating project information (in person and electronically) to a diverse group of district-wide users and stakeholders.
- 3 or more years of experience in documentation of projects using District IT project management standards.
- 3 or more years of experience coordinating and facilitating project related meetings with users and stakeholders.
- 3 or more years of experience applying SCRUM concepts to projects outside of software development.

SOCCCD Project Management Environment

- Monday.com
- Microsoft Sharepoint
- Microsoft Project
- Microsoft OneNote
- Microsoft Excel

Scope of Work

i3 Solutions will be required to manage/coordinate the following District IT district-wide projects:

- Unified employee/student ID card (in progress)
- District-wide Service Desk (in progress)
- Multiple district-wide Information Security initiatives

COMPENSATION

5-year Pricing Option (Fixed for 5 years):

Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023
Hourly rate: \$88	Hourly rate: \$88	Hourly rate: \$88	Hourly rate: \$88	Hourly rate: \$88
Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016	Total hours/year: 2,016
Total amount not to exceed: \$177,408	Total amount not to exceed: \$177,408	Total amount not to exceed: \$177,408	Total amount not to exceed: \$177,408	Total amount not to exceed: \$177,408

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A Projects, Construction Management Services, Gafcon, Inc.

ACTION: Approval

BACKGROUND

On June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$7,500,000 for the Irvine Valley College Health Center – Concession project. On June 23, 2014, June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$8,788,000 for the Irvine Valley College New Parking Lot Phase 1A project.

There is a need to obtain construction management services for these projects.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing 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 16, 2018, SOCCCD issued a RFP to the Construction Management Services Pool for Construction Management Services for the IVC Health Center – Concession and New Parking Lot Phase 1A projects.

On May 9, 2018, five proposals were received (EXHIBIT A), members of district services and college staff evaluated the submittals and the top three firms were selected to interview on May 23, 2018. Criteria for selection includes: experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and the assurance that fees are fair and reasonable. Staff recommends award of the Construction Management Services agreement (EXHIBIT B) to Gafcon, Inc. for the IVC Health Center – Concession and New Parking Lot Phase 1A projects, in the amount of \$438,336.

Basic aid funds are available in the approved combined project budgets of \$16,288,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Construction Management Services agreement (EXHIBIT B) with Gafcon, Inc., for the Irvine Valley College Health Center – Concession project and Irvine Valley College New Parking Lot Phase 1A project, in the amount of \$438,336.

**Request for Proposals
Construction Management Services
Irvine Valley College Health Center-Concession and
New Parking Lot Phase 1A Projects**

South Orange County Community College District

August 27, 2018

COMPANY NAME	CITY	SUBMITTER'S NAME	TECHNICAL RATING	FEES
^{1,2} Gafcon, Inc.	San Diego, CA	John Bernardy	761	\$438,336 ³
¹ Kitchell/CEM, Inc.	Tustin, CA	Russell Fox	717	\$507,936
¹ Bernards Bros., Inc., dba Bernards	Irvine, CA	Rick Fochtman	686	\$468,408
Cordoba Corporation	Orange, CA	George L. Pla	656	\$632,938
TELACU Construction Management, Inc.	Orange, CA	John Clem	627	\$581,100

¹Firms Interviewed

²Recommended Firm

³Negotiated Fee



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION MANAGEMENT SERVICES AGREEMENT HEALTH CENTER – CONCESSION AND NEW PARKING LOT PHASE 1A AT IRVINE VALLEY COLLEGE

GAFCON, INC.

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 Gafcon, Inc., 5960 Cornerstone Ct. West, Suite 100, San Diego, CA 92121, 858.875.0010, 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 Irvine Valley College Health Center-Concession Building and New Parking Lot Phase 1A projects, hereinafter referred to as "PROJECT"; and

WHEREAS, CM is fully licensed as required by the State of California, experienced and competent to provide CM services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CM'S services shall consist of those services performed by the CM and CM'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CM shall provide the services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances. CM'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Executive,

one Project Manager, and one Project Engineer. The CM shall designate Ron Takaki, as Project Executive, and a management team of Mike Lengyel as Construction Manager, David Rudge as Project Engineer, Philip McDowell as Senior Scheduler, Hennie Degenaar as Senior Estimator, and Driver Consulting Group (DCG) as subconsultant for Design Review. 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.
- 1.7. **Duration.** The services covered by this AGREEMENT shall be completed within **14** months of the date of this AGREEMENT except for the post construction phase work to obtain The Division of the State Architect (DSA) certification.

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. **Preparation for Entering Construction Phase.**

- a. **Review of Construction Documents.** The CM, including the CM'S Project Manager and Project Engineer for project construction, if assigned, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the project. No later than 30 days of the execution of CM Services AGREEMENT, the CM shall provide the DISTRICT with comprehensive review report itemizing all critical items that may impact project's schedule, procurement of long-lead items, cost, quality, and implementation of any specialty system specified in the Design Documents. The report should include recommendations and potential claim mitigation measures for the DISTRICT'S review and consideration.
- b. **Master Construction Schedule.** The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule, which shall reflect all of the work necessary to complete project construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the Sub Contractors and including DISTRICT, Architect and CM. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be responsible to review the Master Construction Schedule for completeness, appropriate logic ties, project submittals, and procurement considerations and change review through digger or comparable software upon the initial and each subsequent monthly submittal. The CM'S use of scheduling software other than Microsoft Project Professional 2016, or Primavera Project Planner P6, will require written approval of the DISTRICT, which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. CM shall review the Master Construction Schedule to confirm that it indicates (a) the start/finish dates for the principal activities necessary to complete project construction, (b) a sequence, in a logical, reasonable and orderly manner so that project construction is completed within the Construction Budget and within the time established by the DISTRICT. If the DISTRICT'S requirements for the project include phasing elements of project construction, or coordination relative to infrastructure shut-downs such as those that will be required in the case of Central Plant work, the DISTRICT'S phasing/coordination requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the CM'S review of the Master Construction Schedule prepared by the Contractor will be relied upon during the initial and subsequent monthly schedule submittals to arrive at acceptance.
- c. **Construction Budget & CM Estimate of Construction Costs & Contractor Schedule of Values.** The CM shall review Construction Cost Estimates prepared by others for the project as depicted in Design Documents as of the date of this AGREEMENT. Based upon such reviews, the CM shall prepare Construction Cost Estimates for the project in order to perform a comparative analysis with the Contractor's proposed project costs (Schedule of

Values) and provide recommendations to the DISTRICT for how to proceed with the Contractor's recommendation. The Construction Cost Estimate shall be based upon the current market conditions.

- d. CM'S Best Judgment. Evaluations of the DISTRICT'S project preliminary estimates of Construction Costs and detailed estimates of construction costs prepared by the CM represent the CM'S best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market conditions. Accordingly, the CM cannot and does not warrant or represent that final prices will not vary from the project cost estimate or evaluation prepared by the CM.
- 2.3. Furniture, Fixture and Equipment (FF&E) Selection Coordination. Facilitate the coordination of FF&E selection, procurement, and installation with District, Architect, FF&E CM, and User Groups.
- 2.4. Construction Phase.
- a. Administration and Coordination of the AGREEMENT and Construction. CM will provide administrative, management, and related services necessary to administer the project and to coordinate the work of the Contractor during the Construction Phase of the project, including but not limited to: (a) schedule, coordinate and conduct weekly construction meetings; (b) record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, Architect and the Contractor relating to project construction; (f) coordinate activities of the Contractor, Inspector of Record (IOR) and Test/Inspection Service Providers, commissioning authority, and other DISTRICT consultants, as directed by the DISTRICT.
 - b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for

adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM, and reports generated by the CM shall specifically indicate the original amount of the AGREEMENT, the extent of adjustment to the AGREEMENT by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the AGREEMENT as of the date of the CM'S report based upon potential changes known at the time of the CM'S preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.

- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms (including all tiers of releases) and reporting systems; (b) based upon CM'S observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM'S written certifications constitute a representation to the DISTRICT that, based on CM'S observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the AGREEMENT for the PROJECT; and (c) CM'S representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the AGREEMENT for the Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM'S acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM'S review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.
- d. Construction Phase Master Construction Schedule. During the Preparation for Entering the Construction Phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor, participate in the development of an overall comprehensive Master Construction Schedule for construction of the project showing the activities of the Contractor necessary for completion of project construction. CM shall monitor the Master Construction Schedule on a monthly basis to determine conformity with requirements of the AGREEMENT including the cost and resource loading pursuant to the project General

Conditions and Division One, so that the DISTRICT is kept fully informed at all times of the status and progress of overall project construction and status of the Contractor's construction progress. Where the actual rate of project construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.

- e. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT'S Consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this AGREEMENT is the coordination of the activities of the Contractor in a manner so that project construction is completed in accordance with the Master Construction Schedule and within the Construction Budget.
- f. Progress Reports. CM will maintain records of the progress of project construction, including written progress reports and photographs reflecting the status of project construction and percentage completion. A semi-monthly narrative with four (4) pictures minimum will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. CM shall review all changes documented on an "As-Built" set of documents, electronically and/or hard copy, which will record all Contractor Request for Information (RFI), architectural supplement information (ASI), substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during project construction showing weather conditions, the Contractor and their Sub Contractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the project, completion of the project or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.
- g. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, Inspector, and the Architect determine that Substantial Completion and Final Completion have been achieved for the project. Upon determining

that Substantial Completion/Final Completion of the project has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

- h. Punch list. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the project.
- i. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move.
 - a. Facilitate the coordination of FF&E selection, procurement, and installation with District, Architect, CM, and User Groups.
 - b. Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

2.5. Site Observations.

- c. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article 1 Item 1.3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the AGREEMENT, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the project.
- d. 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.
- e. 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.

- f. 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.

2.6. **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.

2.7. **Changes and Claims.**

- a. Coordination & Evaluation of Changes. The CM shall assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowance. Assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of AGREEMENT price or AGREEMENT time. CM shall make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. The CM evaluation should include recommendations for entitlement.

CM shall coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the DISTRICT, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the AGREEMENT. CM shall coordinate and evaluate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of project construction. The CM shall prepare written cost and price analyses of change requests received and which have been found to have merit. 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 request that is in excess of \$50,000. The CM shall provide the fees proposal to the DISTRICT for review and approval. The cost of such service will be assessed against the allowance defined herein.

- b. Processing of Changes and Change Orders. If a change to the AGREEMENT is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the AGREEMENT. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the AGREEMENT. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM'S direction or authorization to effectuate a change to the AGREEMENT without the prior consent and approval of the DISTRICT.
- c. Claims Handling. CM will assist the Architect in the review, evaluation, and processing of claims asserted by Contractor. CM shall make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims. CM analysis shall include potential impacts on project costs and schedule, recommendation for negotiation strategies to mitigate claims.

2.8. **Post-Construction Phase.**

- a. Review and Transmittal of Contractor Closeout Documents. The CM shall begin to consider closeout requirements upon execution of the AGREEMENT. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its AGREEMENT upon completion of its obligations under the AGREEMENT. The CM shall review the Contractor's closeout documents and items to determine conformity with requirements of the AGREEMENT. CM shall schedule, coordinate, and facilitate any training sessions for the DISTRICT personnel. If the CM determines that the Contractor's closeout documents and items are not in conformity with requirements of

the AGREEMENT, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the AGREEMENT. The CM shall deliver to the DISTRICT all the Contractor's closeout documents and items, except for the Contractor's as-built drawings, which the CM shall transmit to the Architect.

- b. CM Project Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Project, the CM shall assemble and deliver to the DISTRICT all of the project records maintained during the Work performed by the CM relating to the project. Notwithstanding any provision of this AGREEMENT to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the project or this AGREEMENT, are the sole and exclusive property of the DISTRICT.
 - c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its AGREEMENT to provide work, labor, materials or services after completion of project construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the AGREEMENT. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations including coordination of warranty items, and scheduling of the 11-month warranty walkthrough meeting at the project site.
 - d. Project Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of project construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of project construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the project for the purposes intended.
- 2.9. **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.
- 2.10. **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.

- 2.11. **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.
- 2.12. **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).
- 2.13. **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. CM shall retain records for a period of three (3) years after completion of construction.
- 2.14. **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.
- 2.15. **DISTRICT Consent to Sub Consultant.** DISTRICT'S consent to any sub consultant shall not in any way relieve CM of any obligations under the AGREEMENT and no such consent shall be deemed to waive any provision of any Contract Documents

ARTICLE 3 ADDITIONAL CM SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CM shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment – A: CM Compensation Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT
- 3.2. **Notification and Authorization.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM'S control within 30 days of occurrence. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Material PROJECT Scope Changes.** Services required or necessary as a result of significant changes in the project scope or other requirements of the project, including project size, quality, or complexity or material changes.

- b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
 - c. Damage or Destruction to Project. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the project prior to completion by an act of God, fire or other casualty.
- 3.3. **Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT'S need for Additional Services, the CM shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original AGREEMENT at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CM.
- 4.2. **Term.** The construction time frame is anticipated for 14 months. Services under this AGREEMENT shall be diligently performed by the CM for the anticipated construction timeframe plus two months additional in the event of construction delay. The CM'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of substantial completion of construction.
- 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 two or more months.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CM of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S

employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and

- b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and

the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.
- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
 - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 1. Owned, non-owned, and hired vehicles;
 - 2. Blanket contractual;
 - 3. Broad form property damage;
 - 4. Products/completed operations; and
 - 5. Personal injury.
 - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
 - d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured

- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.
 - f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
 - g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- 5.3. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

- 6.1. **AGREEMENT Price for Services.** The AGREEMENT Price for the CM'S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
- a. Preparation for Entering Construction Phase (estimated 1 month): \$ 14,436
 - b. Construction Phase (estimated 12 months): \$352,608
 - c. Post-Construction Phase (estimated 2 months): \$ 41,292
 - d. Reimbursable Cost: \$ 0

- | | | |
|----|----------------------------------|-----------|
| e. | District Controlled Contingency: | \$ 30,000 |
| f. | TOTAL | \$438,336 |
- 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 as shown on the Estimated Fee Schedule included as Attachment C.
- 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** N/A

- 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 CD or memory stick in PDF format upon completion of each phase: pre-construction, preparation to enter into construction, construction, and post-construction. 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:

Mark Schoeppner, Construction 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.

- a. **Definitions**
- b. **AGREEMENT**. An AGREEMENT for Construction services awarded by the DISTRICT to a Contractor /CM for the construction of a portion of the PROJECT.
- c. **Contractor**. A Contractor to the DISTRICT under an AGREEMENT awarded by the DISTRICT for construction of the PROJECT.
- d. **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.
- e. **Architect**. The Architect is **IBI Group** for the Health Center-Concession project. The New Parking Lot project has been designed by **KPFF** with a registered Civil Engineer as Designer of Record. References to the Architect includes the Architect Team (or in the case of KPFF, the Engineer Team) and its managers retained to prepare or provide any portion of the Design Documents. For the purpose of this agreement, Architect shall be defined as IBI Group or KPFF.
- f. **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.
- g. **Site**. The physical area for construction and activities relating to construction of the PROJECT.
- h. **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.
- i. **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.
- j. **Final Completion**. Final Completion is when all of the Work of an AGREEMENT has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the AGREEMENT.

- 11.7. **Employment with Public Agency.** CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.8. **Full Force of Remaining AGREEMENT.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.9. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.10. **Independent Contractor.** CM, in the performance of this AGREEMENT, shall be and act as an independent Contractor. CM understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CM assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CM'S employees.
- 11.11. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.
- 11.12. **Non-Assignment.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CM pursuant to this AGREEMENT shall not be assigned by the CM. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CM. The sale or transfer of a majority membership interest in CM Firm or the admission of new member to the CM Firm which causes there to be a change in majority ownership and/or control of CM Firm shall be deemed an assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.13. **Permits/Licenses.** CM and all CM'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.14. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.15. **Communications** between the parties shall be sent to the following addresses:

DISTRICT

Mark Schoeppner
Construction Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mschoeppner@socccd.edu

CONSTRUCTION MANAGER

Ron Takaki
Project Executive
Gafcon, Inc.

5960 Cornerstone Ct. West, Suite 100
San Diego, CA 92121
rtakaki@gafcon.com

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

- 11.16. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, 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”
Gafcon, Inc.

Ann-Marie Gabel
Vice Chancellor, Business Services

Ron Takaki
Project Executive

(Date)

(Date)

(Taxpayer number)

Attachment A Hourly Rates

Attachment B General Condition Items

**Attachment – A
Hourly Rates**

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	\$225
Senior Construction Manager	\$175
Construction Manager	\$160
Assistant Construction Manager	\$115
Senior Project Engineer	\$150
Project Engineer	\$125
Project Controls Manager	\$160
Accounting Specialist	\$100
Site Superintendent	\$160
Project Assistant/Administrative Support	\$90
Senior Scheduler	\$165
Senior Estimator	\$165
Safety Manager	\$150
Virtual Construction /BIM Specialist	\$165
QA/QC Specialist	\$150
IT Support	\$125
Engineering and Architectural Services Manager	\$185
Resident Engineer	\$150
Licensed Engineer (Civil, Structural, Mechanical, Electrical)	\$175
Registered Architect	\$175

Attachment B
General Condition Items

General Conditions Items for CM'S Jobsite Offices

- Jobsite Trailer – provided by Contractor
- Task chairs - provided by Contractor
- Desks – provided by Contractor
- Conference table – provided by Contractor
- Chairs for conference table – provide by Contractor
- Five drawer file cabinet – provide by Contractor
- Internet Connection – provide by Contractor
- Computers and necessary software – provided by Construction Manager
- Scanner/Copier – provided by the Contractor
- Phone line/Phone – provided by the DISTRICT
- Cell Phones – provided by the Construction Manager
- Bottled Water Service – provided by the Contractor
- Hard Hats/ PPE – each provides own
- First Aid Kit – provide by the Construction Manager
- All necessary office supplies – provided by the Construction Manager
- Trash service/trailer cleaning – provided by the Contractor

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Access Control Project, Phase 1 & 2,
DSA Inspection Services, BPI Inspection Services

ACTION: Approval

BACKGROUND

On October 24, 2016, the Board of Trustees authorized the design-build delivery method for the Saddleback College Access Control project, Phase 1 & 2.

There is a need to obtain DSA Inspection Services for these projects.

The Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing 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 DSA inspection services. 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. On June 6, 2018, four individuals were interviewed. Criteria for selection includes: experience with similar community college projects, acting as liaison with the DSA Field Engineer, number of years performing services, commitment to seeing projects through to completion, and the assurance that fees are fair and reasonable. Staff recommends award of the DSA Inspection Services agreement (EXHIBIT B) to BPI Inspection Services for the Saddleback College Access Control project, Phase 1 & 2, for a not to exceed amount of \$300,000.

Funding is from the Saddleback College General Fund and approved basic aid project funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the DSA Inspection Services agreement (EXHIBIT B), with BPI Inspection Services for the Saddleback College Access Control project, Phase 1 & 2, for a not to exceed amount of \$300,000.

**Request for Qualifications & Proposals No. 362D
Saddleback College Access Control Project, Phase 1 & 2
DSA Inspection Services**

South Orange County Community College District

August 27, 2018

COMPANY/ INSPECTOR	CITY	SUBMITTER'S NAME	INSPECTOR RATING	HOURLY/OVER TIME RATES
¹ , ² BPI Inspection Services/Michael Cookman	Los Angeles, CA	Bob Payinda	386	\$85/\$127
¹ TYR, Inc./Ted Lamareux	Long Beach, CA	Youssef Sobhi	364	\$85/\$85
¹ Knowland Construction Services/Jim Burlew	Rancho Palo Verde, CA	Christopher Knowland	354	\$88/ \$132
¹ TYR, Inc./Michael Agib	Long Beach, CA	Youssef Sobhi	323	\$85/\$85
¹ Knowland Construction Services/Rick Brown	Rancho Palo Verde, CA	Christopher Knowland	247	\$88/ \$132

¹Firms Interviewed

²Recommended Firm



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DSA INSPECTION SERVICES AGREEMENT ACCESS CONTROL PROJECT, PHASE 1 & 2 SADDLEBACK COLLEGE

BPI 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 BPI Inspection Services, 8170 Beverly Blvd, Suite 201, Los Angeles, CA 90048, 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 DSA Inspection Services for Saddleback College Access Control Project, Phase 1 & 2, more fully defined per Attachment A, 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. CONSULTANT assignment for this PROJECT is for one project executive and one DSA Class 1 inspector. The CONSULTANT shall designate Bob Payinda, as Project Executive, and Michael Cookman as a DSA Inspector, Class 1. So long as their

performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of 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 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.
- 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 the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. 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 PROJECT design or the Design Documents for the PROJECT, 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 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.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment A 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 PROJECT.
- 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. **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 plans and specifications.

- c. CONSULTANT recognizes the scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.

2.6. **Preparation for Entering Construction Phase.**

- a. 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 PROJECT.
- b. Constructability Review. Participate in the constructability review of PROJECT documents with contracting firm, DISTRICT, and College representatives.
- c. Inspection Plan. Prior to commencement of work, CONSULTANT will cooperate with the DISTRICT, the Resident Inspector and the Construction Manager to develop an inspection plan for the construction of the PROJECT.
- d. 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 PROJECT construction.

2.7. **Construction Phase.** The CONSULTANT'S services shall include but not be limited to the following tasks:

- a. 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.
- b. Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.
- c. Maintain liaison with the Resident Inspector, A/E, Construction Manager, Testing Lab, Special Inspections Lab, DISTRICT and other regulatory agencies and governing bodies as necessary to maintain PROJECT continuity.
 - 1. Weekly, provide an ongoing and updated log of all RFI's and approved submittals.
 - 2. Provide electronic copy of all inspection requests.
 - i. Inspection requests shall be reviewed for conformance and signed according to project requirements.
 - ii. Submittal and notice must conform to project requirements.
 - iii. 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.

- iv. 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.
3. Complete DSA 156 and discuss during weekly progress meetings
- d. Submit, on a daily basis, an activity report to the Construction Manager and Resident Inspector, including the following information:
 1. Activities performed by the Contractors, and areas where work is performed.
 2. Staffing assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction and clarifications of the work given to the Contractor.
 8. Inspection by representatives of regulatory agencies.
 9. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List visitors to the site, titles, and reasons for visit.
 11. 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.
 12. 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.
- e. 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.
 1. 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.
 2. Shop Drawings do not supersede DSA approved construction documents. If discrepancy, corrective action must be required.

3. Deviation notices, Correction notices and CCD items will be tracked and shared during construction progress meetings.
 4. 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.
 5. The project inspection card, DSA 152 will be signed off as approved sequence occurs.
 6. CCD A work may not be signed until after DSA approval.
- f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.
 - k. Review the Contractor's Payment Requests at billing meetings.
 - l. 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.
 - m. Assist the DISTRICT in the review of Contractor's Submittals.
 - n. At completion of PROJECT, deliver all inspection records and PROJECT correspondence to the DISTRICT.
 - o. 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.
- p. CONSULTANT will be required to have an understanding of all associated IR'S and advise Resident Inspector/DISTRICT whenever conflict might arise.

2.8. **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.

- 2.9. **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 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. 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 Construction Schedule.
- 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 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 construction time frame is anticipated for twenty (20) months with a completion date of April 27, 2020. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or upon DSA close out.
- 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 B.
- 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 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:

a.	Preparation for Entering Construction Phase	Included in "b"
b.	Construction Phase	\$300,000
c.	Post-Construction Phase (Close Out) and Procedure 5	included in "b"
d.	Reimbursable Cost	0
	TOTAL	\$300,000

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the 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. Services are to be invoiced in equal monthly amounts for Construction Phase assuming anticipated construction duration.

- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** N/A
- 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 the Architect or any Contractor.
- 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 B 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. Seven 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 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.
- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.

- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 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 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:

Jim Rogers, Senior Director Facilities, Saddleback College

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall 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. 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 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 if greater than \$10,000. 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

CONSULTANT

Bob Payinda
President
BPI Inspection Services

Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
bdlena@socccd.edu

8170 Beverly Blvd, Suite 202
Los Angeles, CA 90048
bpiinspections@gmail.com

COPY

Ann-Marie Gabel
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
agabel@socccd.edu

- 11.14. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire AGREEMENT/Amendment.** This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding AGREEMENT.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
- 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 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 contract to the Architect or DISTRICT.
 - d. **Architect.** The Architect is Mosher Drew. References to the Architect include Bill Mosher 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 PROJECT.

- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. 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 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”
BPI Inspection Services

“DISTRICT”
South Orange County Community College District

Bob Payinda
President

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Proposal
Attachment B Criteria and Billing for Extra Work

ATTACHMENT A PROPOSAL

Term of Service	Monthly Fee
August 27, 2018 – April 27, 2020	\$15,000
Total	\$300,000

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/ Overtime

DSA Inspector

\$85/ \$127

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Agreement, McCarthy Building Companies, Inc.

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of design-build. On July 17, 2017, the Board of Trustees adopted a resolution authorizing design-build procurement for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project.

California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The district's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

STATUS

On October 31, 2017, and November 7, 2017, SOCCCD ran a newspaper advertisement for Request for Qualifications (RFQ) for the Saddleback College ATAS Building design-build services. Beginning December 1, 2017, a ten member evaluation committee, consisting of faculty, staff, and administrators, evaluated RFQ submittals from eight firms. On January 19, 2018, five firms participated in the initial interviews. Three firms were selected to respond to the Request for Proposals (EXHIBIT A). On June 1, 2018, confidential interviews enabled the three firms to present preliminary design concepts for evaluation committee feedback. On June 22, 2018, three Design-Build Entities submitted proposals. On July 18, 2018, three Design-Build Entities presented their revised design concepts during the final round of interviews. The committee performed evaluations using a best-value selection criteria resulting in the determination that McCarthy Building Companies, Inc. will provide the best value to the district (EXHIBIT B).

Staff recommends McCarthy Building Companies, Inc. as the successful Design-Build Entity, with a total contract value of \$48,887,045.

Basic aid funds for the design and construction project phases are available in the approved project budget of \$64,100,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College Advanced Technology & Applied Science (ATAS) Building project design-build agreement (EXHIBIT C) with McCarthy Building Companies, Inc. for a total contract amount of \$48,887,045.

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

Bid No. 358D
Advanced Technology & Applied Science (ATAS) Building Project
Design-Build Entity
Saddleback College
August 27, 2018

COMPANY	CITY	SUBMITTER'S NAME	RFQ RATING
¹ Sundt Construction, Inc./RNT Architects	Irvine, CA	Betty Lynn Senes	3581
¹ Balfour Beatty Construction, LCC/HMC	Newport Beach, CA	John Bernardy	3529
¹ McCarthy Building Companies, Inc./HED	Newport Beach, CA	John McRitchie	3481
¹ C. W. Driver/HPI Architecture	Irvine, CA	Bruce Curry	3358
¹ DPR Construction/HGA	Newport Beach, CA	John Theis	3304
SOLPAC Construction, Inc. dba Soltek Pacific Construction Company/Edward Holakiewicz	San Diego, CA	Brandon Richie	3142
PCL Construction Services, Inc./Carrier Johnson + CULTURE	Tustin, CA	Elton Murakami	3086
Bernards/IBI Group, Inc.	San Fernando, CA	Rick Fochtman	2970

¹Selected for Initial Interviews

COMPANY	CITY	SUBMITTER'S NAME	INTERVIEW RATING
^{1,2} McCarthy Building Companies, Inc./HED	Newport Beach, CA	John McRitchie	777
¹ Sundt Construction, Inc./RNT Architects	Irvine, CA	Betty Lynn Senes	744
¹ DPR Construction/HGA	Newport Beach, CA	John Theis	669
C. W. Driver/HPI Architecture	Irvine, CA	Bruce Curry	602
Balfour Beatty Construction, LCC/HMC	Newport Beach, CA	John Bernardy	544

¹Selected to submit proposals

²Recommended Firm

Bid No. 358D
Advanced Technology Applied Science (ATAS) Building Project
Design-Build Entity
Saddleback College

August 27, 2018

SCORING FACTORS	POINTS AVAILABLE	DESIGN-BUILD ENTITY-1 McCarthy/HED	DESIGN-BUILD ENTITY-2 Sundt/RNT	DESIGN-BUILD ENTITY-3 DPR/HGA
Price	20	20.00	18.00	17.00
Technical Expertise and Design Excellence	20	16.64	14.24	13.43
Life Cycle Costs	10	7.74	6.86	6.81
Skilled Labor Force Availability	10	10.00	10.00	10.00
Safety Record	10	10.00	10.00	10.00
Management Plan	15	12.63	10.61	11.10
SBE/DBE/DVBE Participation Plan	5	4.50	4.50	4.50
Interviews	10	7.90	6.39	6.38
TOTAL	100	89.41	80.60	79.22

¹Proposed Maximum Allowable Price (MAP) \$ 48,887,045 \$ 51,862,549 \$ 53,329,041

¹The request for proposals adds a district controlled contingency of \$1,500,000 which is part of the MAP listed above.

**DESIGN-BUILD AGREEMENT FOR ADVANCED TECHNOLOGY AND APPLIED SCIENCES
(ATAS) BUILDING PROJECT AT SADDLEBACK COLLEGE**

This Design-Build contract between District and Design-Build Entity (“Design-Build Contract”) is entered into on this 27th day of August 2018 by and between the South Orange County Community College District (“District”) at 28000 Marguerite Parkway, Mission Viejo, CA 92692 and McCarthy Building Companies at 20401 S.W. Birch Street, Newport Beach, CA 92660 (“Design-Build Entity”).

1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

2 THE WORK

2.1 SCOPE OF WORK

Design-Build Entity shall fully perform and execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of District or other Project Team members retained by District.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Build Entity’s other obligations under the Contract Documents, Design-Build Entity shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 comply with the requirements of the Contract Documents;

2.2.2 comply with Applicable Laws;

2.2.3 conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;

2.2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the District and within the limitations of the Contract Sum and Contract Time.

3 CONTRACT TIME

3.1 DATES OF COMMENCEMENT

The Contract Time for completion of the design portion of the Work shall be measured from the Date of Commencement of Design. The Contract Time for Substantial completion of entire Work, including the design and non-design portions, shall be measured from the Date of Commencement of Construction.

3.2 NOTICES TO PROCEED

The design portion of the Work shall not commence prior to the date fixed in the Notice to Proceed with Design. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction. The Notice to Proceed with Construction cannot be issued until the DSA issues the project approval letter.

3.3 CONTRACT TIME

3.3.1 Design. A Notice to Proceed for the Design Phase will be issued upon full execution of this contract. The Design-Build Entity shall complete the Final Construction Documents and receive DSA approval.

3.3.2 Design and Construction. Design-Build Entity shall achieve Substantial Completion of the entire Work, including the design and non-design portions of the Work, not later than June 18, 2020 for the New Tennis Courts & Support Facility (Task No. 01) and February 16, 2022 for the New ATAS Building & the New Parking Lot (Task No. 2 & 3) and shall achieve Final Completion of the entire Work not later than forty-five (45) Days after the occurrence of Substantial Completion.

3.4 DESIGN-BUILD ENTITY RESPONSIBILITY FOR DELAY DAMAGES TO DISTRICT

3.4.1 District Right. Pursuant to the California Public Contract Code, including without limitation section 7203, the District and Design-Build Entity acknowledge and agree that if the Design-Build Entity fails to achieve Substantial Completion of the Work within the Contract Time, the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design-Build Entity of liquidated set amount pursuant to this Section 3.4.

3.4.2 Daily Rate. If the Design-Build Entity fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, the Design-Build Entity shall pay the District the liquidated set amount of \$5,750 per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until the Design-Build Entity achieves Substantial Completion of the entire Work.

3.4.3 Extensions of Time. Liquidated set amount shall not be charged to Contractor for Delays to Substantial Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Substantial Completion.

3.4.4 Partial Completion. Liquidated set amount shall not be reduced or apportioned for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.4.5 Remedies. District may deduct such liquidated set amount as are payable hereunder from money due or to become due to the Design-Build Entity, or pursue any other legal remedy to collect such liquidated set amount from the Design-Build Entity and/or its Surety.

3.4.6 Not a Limitation. District's rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of District in the event of an Event of Design-Build Entity Default other than a failure to Substantially Complete the Work within the Contract Time; or (2) District's right to order an acceleration, at Design-Build Entity's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess liquidated damages. This reservation of rights also applies to the surety and guarantor on the Performance and Payment Bonds.

3.5 DAILY RATE FOR COMPENSABLE DELAY TO DESIGN-BUILD ENTITY

3.5.1 Design-Build Entity's Right. District and Design-Build Entity acknowledge and agree that if Design-Build Entity is unable due to Compensable Delay to Substantially Complete the Work within the Contract Time, the Design-Build Entity and its affected Subcontractors and Sub-consultants will suffer Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by District of an amount totaling the number of compensable days delayed multiplied by the daily rate for compensable delay pursuant to this Section 3.5.

3.5.2 Daily Rate. The Contract Sum shall be increased by the sum of \$3,000 per Day as compensation for each Day for which Design-Build Entity is entitled under the Contract Documents to an adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.

3.5.3 Payment by District. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the payment for compensable delay permitted by this Section 3.5 shall be executed following, and not before, actual Substantial Completion and prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the District's rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the Design-Build Entity pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to Design-Build Entity.

3.5.4 Exclusive Remedy. This daily compensable rate payable pursuant to this Section 3.5 constitutes the Design-Build Entity's sole and exclusive right and remedy for recovery of Losses to Design-Build Entity and its Subcontractors and Sub-consultants, of every Tier, due to Compensable Delay or Unexcused Delay.

3.5.5 Deleted Work. In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the daily compensable rate amount stated in this Section 3.5.

4 CONTRACT SUM

4.1 LUMP-SUM CONTRACT

4.1.1 Price. District shall pay the Design-Build Entity in current funds for the Design-Build Entity's complete performance of the Work in accordance with the Contract Documents. District will pay Design-Build Entity a Lump Sum Price to be negotiated at the end of the design phase of the Contract, including an open-book buyout of subcontracts. The end of the design phase is deemed to occur when the design documents for the Project receive Division of State Architect ("DSA") approval. In no event, however, shall the Lump Sum Price be greater than the Maximum Allowable Price (MAP) of (\$48,887,045). The MAP is the maximum amount the District will pay and includes all costs and fixed fees set forth below for Design and Pre-Construction Services, Construction Services, Fee, and Hard Costs as defined below.

1. **Maximum Allowable Price (MAP).** This is the advertised price that is the maximum amount contained in the District's budget for all Work to be provided by the Design-Build Entity, and is the amount the Design-Build Entity agrees, through its control of the design, in collaboration with the District, will not be exceeded when establishing the Lump Sum Price.
2. **Fixed Fees.** Fixed fees include Design and Preconstruction Services. Construction Services and Fee, as defined below.
3. **Open Book Buyout of Subcontracts.** This shall be accomplished collaboratively with the District during the design process using Hard Costs as the design target amount. The final Hard Costs amount will be included in the Lump Sum Price.

4.1.2 Design and Pre-Construction Services. The total fixed sum payable for Design and Pre-Construction Services shall be \$3,969,590 subject to adjustment by Change Order, according to terms of the Design-Build Contract. This amount shall be incorporated into the Lump Sum Price as stipulated in Article 4.1.1. The amount payable to the Design-Build Entity in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the Design and Preconstruction Services, based on the percentage of acceptable completion of the Construction Documents that has been accomplished by Design-Build Entity at the time of such termination.

4.1.3 Construction Services. The total sum payable for Construction Services shall not exceed \$2,640,401. These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.4 Fee. The Fee payable to the Design-Build Entity shall not exceed 4.7% of the MAP, not to exceed \$2,297,054. These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.5 Hard Costs. The total sum payable for Hard Costs shall not exceed (\$37,000,000). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1.1. A 4% Design-Build Entity contingency of the Hard Construction Costs will be carried separately not to exceed \$1,480,000.

4.1.6 District Controlled Allowance. The amount controlled by and for use by the DISTRICT which may be used throughout the course of design and construction to augment the scope of work and is equal to One Million Five Hundred Thousand dollars and 00/100 (\$1,500,000).

4.1.7 All Inclusive Lump-Sum Price. This shall be the sum total of Fixed Fees and final Hard Costs established at the end of the design phase of the Contract. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by District to Design-Build Entity for performance of the Work under the Contract Documents and is deemed to cover all Losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents, include, without limitation, the following:

5.1.1 Project Criteria. The Project Criteria set forth in the RFP Documents.

5.1.2 RFP Documents. The RFP Documents and Addenda, with the exception of Approved Deviations.

5.1.3. Design Build Proposal. The Design-Build Entity's written responses to the RFP, including its Proposal. The Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Program or Criteria.

5.1.4 Design-Build Contract. This executed Design-Build Contract between District and Design-Build Entity.

5.1.5 General Conditions. The General Conditions to the Design-Build Contract.

5.1.6 Division One Requirement. The Division One Requirements to the Design-Build Contract.

5.1.7 General Requirements, Supplemental and Special Conditions. Any General Requirements and Supplemental and Special Conditions.

SOCCCD Project No. 358D

5.1.8 Final Construction Documents. The Final Construction Drawings and Technical Specifications to be hereafter prepared by the Design-Build Entity and its Sub-consultants that are accepted by the District and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Program or Criteria.

5.1.9 Addenda. All Addenda associated with the completed set of contract documents.

5.1.10 Reference Documents. All Reference Documents associated with the completed set of contract documents.

WHEREFORE, This Design-Build Contract is entered into as of the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST A DESIGN-BUILD ENTITY IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

“District”
South Orange County Community College District

“Design-Build Entity”
McCarthy Building Companies, Inc.

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

By: _____
John McRitchie
Executive Vice President

Date: _____

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Health Center – Concession Project and the New Parking Lot Phase 1A Project, Award of Bid No. 350, P. H. Hagopian Contractor, Inc.

ACTION: Approval

BACKGROUND

On June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$7,500,000 for the Irvine Valley College Health Center – Concession project. On June 23, 2014, June 22, 2015, August 22, 2016, June 26, 2017 and May 21, 2018, the Board of Trustees approved basic aid funds equaling \$8,788,000 for the Irvine Valley College New Parking Lot Phase 1A project.

STATUS

On June 5, 2018 and June 12, 2018, SOCCCD ran a newspaper advertisement requesting pre-qualification packages and bids for the Health Center – Concession Project and the New Parking Lot Phase 1A Project. The request for pre-qualification packages was also posted on the district's web site. Nine firms were prequalified and five bids were received on August 7, 2018 (EXHIBIT A). The lowest responsive, responsible bid was submitted by P. H. Hagopian Contractor, Inc., in the amount of \$7,490,770. Staff has reviewed the bids and recommends approval.

Basic aid funds are available in the project budget of \$13,628,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve award Bid No. 350, Irvine Valley College Health Center – Concession and New Parking Lot Phase 1A projects and approve the agreement (EXHIBIT B) with P. H. Hagopian Contractor, Inc., in the amount of \$7,490,770.

Bid No. 350
Health Center-Concession and New Parking Lot Phase 1A Projects
Irvine Valley College
South Orange County Community College District

August 27, 2018

CONTRACTOR	LOCATION	AMOUNT
*P. H. Hagopian Contractor, Inc.	Orange, CA	\$7,490,770
ProWest PCM, Inc., dba ProWest Constructors	Wildomar, CA	\$7,834,580
2H Construction, Inc.	Signal Hill, CA	\$8,234,000
RJ Daum Construction Company	Garden Grove, CA	\$8,236,008
Pinner Construction Company, Inc.	Anaheim, CA	\$8,659,000

***Recommended Award**

**AGREEMENT – CONSTRUCTION SERVICES, HEALTH CENTER – CONCESSION AND NEW
PARKING LOT PHASE 1A, IRVINE VALLEY COLLEGE**

THIS AGREEMENT, dated the 27th day of August 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and P.H. Hagopian Contractor, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Health Center – Concession and New Parking Lot Phase 1A at Irvine Valley College according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, 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, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Seven Million, Four Hundred Ninety Thousand Seven Hundred Seventy and 00/100 Dollars (\$7,490,770).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and Parking Lot Phase 1A Project shall be completed within One Hundred and Forty (140) consecutive calendar days and the Health Center/ Concession Project shall be completed within Three Hundred Sixty Five (365) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred and 00/100 Dollars (\$500) for each calendar day of delay for the Parking Lot Phase 1A project and Two Thousand, Eight Hundred and 00/100 Dollars (\$2,800) for each calendar day of delay for the Health Center – Concession Project until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (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.

8. **Hold Harmless and Indemnification.** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one

Health Center/ Concession and Parking Lot Phase 1A
Irvine Valley College
P.H. Hagopian Contractor, Inc.

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.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Paul H. Hagopian, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: _____
Ann-Marie Gabel
Vice Chancellor, Business Services
agabel@socccd.edu

By: _____
Signature

Date: _____

Print Name

Title

Email

Date: _____

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators' personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. NEW PERSONNEL APPOINTMENTS

1. **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>
Aloka, Emad	MA/Multicultural Counseling	Counselor/SC	2	08/20/18
Ames, Travis	MA/Economics	Economics/IVC	2	08/20/18
Boyd, James	MS/Physics	Physics/IVC	2	08/20/18
Boyes, Dillon	AA/Fashion Design	Fashion/SC	1	08/20/18
Brosch, Melissa	Equivalency	AEWD/SC	2	08/20/18
¹ Chandra, Jyoti	PhD/Applied Math	CIM/IVC	6	08/20/18
Ciavarella, Catherine	MA/English	English/SC	2	08/20/18
² Cooper, Susan	MA/Education	Business Mgmt/SC	4	08/20/18
Crandal, Tyler	Equivalency	Kinesiology/SC	1	08/20/18
³ Curtis, Bradley	Equivalency	Kinesiology/SC	1	08/20/18
⁴ D'Auria, Stephanie	PhD/Sociology	Women's Studies/SC	6	08/20/18
⁵ Daniels, Brittany	MA/Ed. Counseling	AEWD/SC	2	08/20/18
Diminutto, Joseph	MA/Geography	Geography/SC	2	08/20/18
Goncalves, Mauricio	MA/TESOL	Tutor/IVC	2	08/20/18
Eltawil, Noor	MA/Physics	Physics/IVC	2	08/20/18
Eltawil, Noor	MA/Physics	Physics/SC	2	08/20/18
⁶ Estephen, Joseph	MA/Mathematics	Mathematics/IVC	2	08/20/18
Ferreira, Emma	MA/Social Work	Human Services/SC	2	08/20/18
Harris, Helen	MA/TESOL	ESL/SC	2	08/20/18
Jerome, Amanda	MS/TESOL	ESL/IVC	2	08/20/18
Kim, Robin	MS/Ed. Counseling	AEWD/SC	2	08/20/18
Kraig, Adriana	MA/Economics	Economics/SC	2	08/20/18
Lee, Victoria	MA/Oboe Performance	Music/IVC	2	08/20/18
⁷ MacMillan, Kurt	PhD/History	Women's Studies/SC	5	01/14/19
Mahdavi, Annahita	MA/Clinical Psychology	Human Services/SC	2	08/20/18
Mergens-Sullivan, Laura	BA/Interior Design	Interior Design/SC	1	08/20/18

¹ CalSTRS Retiree

² CalSTRS Retiree

³ Current NBU Employee, Coaching Aide, Saddleback College

⁴ Current Part-Time Sociology Instructor, Saddleback College

⁵ Current NBU Employee, Project Specialist, DSPS, Saddleback College

⁶ CalSTRS Retiree

⁷ Current Part-Time Sociology Instructor, Saddleback College

A. NEW PERSONNEL APPOINTMENTS – Continued

1. **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>
Morrow, Stacy	MS/Statistics	Mathematics/IVC	5	08/20/18
Nadal, Maria	MA/Ed. Technology	Graphic Design/SC	2	08/20/18
Nastanski, Jennifer	MA/Nursing	Nursing/SC	6	08/20/18
Nerhus, Barry	MA/Biology	Environ. Studies/SC	2	08/20/18
Ozer, Ali	MS/Physics	Physics/IVC	2	08/20/18
Pappano, Katherine	PhD/Chemistry	Chemistry/IVC	5	08/20/18
⁸ Petrulio, Kyle	MA/Linguistics	ESL/IVC	3	08/20/18
Rosner, Marley	Equivalency	Humanities/SC	2	08/20/18
Saboori Memar, Ahmad	PhD/Economics	Economics/IVC	5	08/20/18
San Pablo, Kristoferson	MFA/Fine Arts	Art/IVC	2	08/20/18
Sears, Gabriel	Equivalency	Music/IVC	1	08/20/18
Selke, Dennis	MA/Architecture	Arch. Drafting/SC	2	08/20/18
Sheridan, Matthew	MA/Education	AE Citizenship/SC	2	08/20/18
Tran, Annie	MA/Teaching	ESL/IVC	2	08/20/18
Vecchio, David	BA/Business Mgmt.	3D Design/SC	1	08/20/18
Weiss, Elaine	MA/French	ESL/SC	2	08/20/18
Williamson, Ricky	BA/Fine Arts	Theatre Arts/SC	1	08/20/18
⁹ Windisch, Ryan	MA/Kinesiology	Kinesiology/IVC	2	08/20/18
Zepeda, Nadia	Equivalency	History/IVC	2	08/20/18

2. **PERMANENT, FULL-TIME FACULTY/MANAGERS TEACHING OUTSIDE THEIR DISCIPLINE/EQUIVALENCY** (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>
Vogel, Jeff	PhD/Education	ESL/SC	7	01/14/19

⁸ Current NBU Employee, Tutor, Irvine Valley College

⁹ Current NBU Employee, Coaching Aide, Irvine Valley College

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Bailey, Cheryl	Chair, Library Services	\$2,390.50	08/20/18-12/19/18
Bailey, Cheryl	Library Services Coordinator	\$1,366.00	08/20/18-12/19/18
Boone, Rick	Co-Chair, Curriculum 1	\$4,098.00	05/29/18-08/12/18
Brass, Monique	Fitness Center Facilitator	\$5,464.00	08/20/18-12/19/18
DeRoulet, Daniel	Writing Center Facilitator	\$5,464.00	08/20/18-12/19/18
Dorner, Meredith	Co-Chair, OETF 1	\$1,366.00	05/29/18-08/12/18
Jankovic, Teresa	Dance Student Mentoring	\$800.00	08/20/18-12/19/18
Kiyochi, Emiko	Co-Chair, OETF 2	\$1,366.00	05/29/18-08/11/18
Lee, David	ECP Facilitation 10	\$200.00	01/17/17-05/25/17
Lee, Sue	Early College Facilitator	\$200.00	08/20/18-12/19/18
Marino, Valerie	Early College Facilitator	\$100.00	08/20/18-12/19/18
Salviani, Michael	Co-Chair, Curriculum 2	\$4,098.00	05/29/18-08/12/18
Watschke, Erik	Early College Facilitator 8	\$100.00	08/20/18-12/19/18

Total for Month: General Fund/IVC **\$27,012.50**
2018-2019 IVC FISCAL YEAR TOTAL TO DATE **\$152,320.04**

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 Amount (\$)</u>	<u>Effective Date</u>
Cubbage, April	Distance Education Coordinator	\$2,732.00	08/20/18-12/19/18
Damm, Kathy	Student Learning Outcomes Coord.	\$8,196.00	08/20/18-12/19/18
Freshwater-Morris, Linda	Online Educator Program	\$833.20	06/14/18-08/12/18
Gabdrakhmanova, Farida	Co-Chair, Interior Design	\$1,195.25	08/20/18-12/19/18
Gabdrakhmanova, Farida	Co-Chair, Interior Design-Supp Duties	\$341.50	08/20/18-12/19/18
Garcia, Renee	Anthropology Lab Coordinator	\$1,366.00	05/29/18-08/12/18
Hoida-Mulholland, Bridget	Online Educator Program	\$833.20	06/14/18-08/12/18
Lawson, Anne	Co-Chair, Nursing/Health Science	\$2,732.00	08/20/18-12/19/18
Lunetto, Kathleen	Curriculum Lead Team	\$4,098.00	08/20/18-12/19/18
McGirr, Julie	ESL Lab Services Coordinator	\$2,049.00	08/20/18-12/19/18
McGirr, Julie	Chair, ESL – Supp Duties	\$1,366.00	08/20/18-12/19/18
Myhren, Brett	Online Educator Program	\$833.20	06/14/18-08/12/18
Pakula, Jennifer	Online Educator Program	\$833.20	06/14/18-08/12/18

B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued

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>	
Silveira, Lisa	Co-Chair, Mathematics	\$3,415.00	08/20/18-12/19/18
Smith, Jeanne	Co-Chair, Mathematics	\$3,415.00	08/20/18-12/19/18
Smith, Maureen	Geography Coordinator	\$1,366.00	05/29/18-08/12/18
Tran, Aimee	Summer Articulation	\$4,098.00	05/29/18-08/12/18
Walsh, Dan	Co-Chair, Geography/GIS	\$2,390.50	08/20/18-12/19/18
Total for Month: General Fund/Saddleback College		\$ 42,093.05	
2018-2019 SC FISCAL YEAR TOTAL TO DATE		\$ 87,472.29	

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>	
Huggett, Danelle	WR399 Participant	\$823.20	01/16/18-05/23/18
Kaminsky, Rebecca	Guided Pathways Co-Coordinator 3	\$1,366.00	05/29/18-08/12/18
Kaminsky, Rebecca	Guided Pathways Co-Coordinator 3	\$5,464.00	08/20/18-12/19/18
Kehoe, Kelly	Entrepreneur. Workshop Presenter	\$41.16	05/29/18-08/10/18
Mathur, Roopa	Guided Pathways Co-Coordinator 1	\$1,366.00	05/29/18-08/12/18
Monte, Brent	Guided Pathways Co-Coordinator 2	\$1,366.00	05/29/18-08/12/18
Monte, Brent	Guided Pathways Co-Coordinator 2	\$5,464.00	08/20/18-12/19/18
Ponzillo, Gizelle	ESL Supplemental Inst. Coordinator	\$6,585.60	05/29/18-08/17/18
Scherger, Deanna	WR Coreq Co-Coordinator (BST)	\$3,415.00	07/02/18-08/11/18
Scherger, Deanna	Eng Multiple Measures Workgroup	\$2,732.00	07/02/18-08/12/18
Total for Month: Non-General Fund/Irvine Valley College		\$28,622.96	
2018-2019 IVC FISCAL YEAR TOTAL TO DATE		\$116,506.76	

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>	
Alvarez, Richard	C100 New PT Counselors Workshop	\$1,522.92	06/01/18-07/31/18
Andre, Joy	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Baggs-Metcalf, Tiffany	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Beckham, Jack	LVLUP ENG201- Syllabi Fall 2018	\$246.96	07/01/18-07/31/18
Black, Janine	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Bogusiewicz, Kelley	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Bonitatis, Carolina	C100 New PT Counselors Workshop	\$1,522.92	06/01/18-07/31/18
Brunner, Janelle	LVLUP-PD High Impact /Engage Facilitate	\$1029.00	07/16/18-08/15/18

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND- Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Busick, Elizabeth	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Cavazzi, Bentley	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Cervantes, Rebecca	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Chau, Deborah	C100 New PT Counselors Workshop	\$1,522.92	06/01/18-07/31/18
Collins, Kirk	C100 New PT Counselors Workshop	\$1,522.92	06/01/18-07/31/18
Eaton, George	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Gaucin, Jovany	C100 New PT Counselors Workshop	\$1,522.92	06/01/18-07/31/18
Gaudet, Jennifer	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Giordano, David	M-PAC Program's Outreach Liaison	\$1,234.80	06/01/18-08/03/18
Gonzalez, Frank	NSF Includes	\$864.36	06/18/18-08/10/18
Gonzalez, Sarah	LVLUP-PD Online Wkshp-Facilitate	\$1,029.00	07/16/18-08/15/18
Gonzalez, Sarah	LVLUP-PD High Impact /Engage Facilitate	\$1,029.00	07/16/18-08/15/18
Grayson, Ari	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Hoida- Mulholland, Bridget	LVLUP-PD Effect.Comm - Facilitate	\$740.88	07/16/18-08/15/18
Hong, Song	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Inlow, Lisa	V-CAT Project ACE Exhibit Review	\$2,058.00	05/29/18-08/10/18
Inman-Olinger, Alex	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Kholousi, Mitra	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Kihyet, Constance	V-CAT Project ACE Exhibit Review	\$2,058.00	05/29/18-08/10/18
Lawson, Anne	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Lively, Brian	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Niccola, Loretta	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Novak, Jacqueline	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Plascencia-Carrizo, Brenda	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Seaman, Carolyn	LVLUP-Emb Acad Support	\$82.32	06/26/18-07/19/18
Sebei, Eman	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Signo-Jackson, Janet	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Smith, Christina	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Terrazas, Cassandra	C100 New PT Counselors workshop	\$1,522.92	06/01/18-07/31/18
Vellanoweth, Dominic	Adult Ed CTE Curriculum	\$411.60	01/16/18-05/23/18
Voisard, Norbert	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Wetlesen, Sandra	AESL Faculty Professional Dev.	\$82.32	06/04/18-08/10/18
Wetlesen, Sandra	Adult Ed CTE Curriculum	\$411.60	07/03/18-08/10/18
Yassine, Amina	V-CAT Project ACE Exhibit Review	\$2,058.00	05/29/18-08/10/18
Zoval, Jim	NSF Includes	\$2,181.48	06/18/18-08/10/18

Total for Month: Non-General Fund/Saddleback College	\$27,407.32
2018-2019 SC FISCAL YEAR TOTAL TO DATE	\$44,958.78

D. WORKLOAD BANKING

1. SMITH, MAUREEN, ID #14431, Geography Instructor, Pos. #P0003785, Division of Social and Behavioral Sciences, Saddleback College, is requesting a banked workload leave for the Fall Semester 2018, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

E. REQUEST TO RESCIND REDUCED CONTRACT REQUEST LEAVE

1. HUNTLEY, TONY, ID #004666, Biology Instructor, Division of Mathematics, Science, and Engineering, Saddleback College, has requested to rescind his Reduced Contract Leave for the Fall 2018 Semester. Approved by Dean and Vice President for Instruction on July 23, 2018.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. KIYOCHI, EMIKO, ID #017520, Japanese Instructor, Humanities and Languages & Learning Resources, Irvine Valley College, Position #P0007222, resignation effective August 8, 2018. Payment is authorized for any compensated time off. (Start date: August 15, 2016)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Those academic employees personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Agortsas, Alexander	Canvas Conversion, Online	\$1,000.00	01/16/18-05/24/18
Andreacchi, Bartolomew	Canvas Conversion, Web-Enhanced	\$1,000.00	01/17/17-05/26/17
Brass, Monique	Canvas Conversion, Hybrid	\$2,500.00	01/16/18-05/24/18
Chan, Carlo	Canvas Conversion, Online	\$5,000.00	05/29/17-08/11/17
Davies, Simon	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Grote, Silvie	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Hanks, Julie	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Madole, Kent	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
McBean, Kelly	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Ryals, Kay	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Stojanovski, Jovan	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Tiongson, Edwin	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
August 27, 2018	IVC Canvas Conversion	\$45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
TOTAL TO DATE:		\$439,500.00	

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Argila, Carl	Canvas Conversion, Hybrid	\$2,500.00	05/29/18-08/12/18
Brady, Kenneth	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Brady-Jenner, Julie	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Cavazzi, Deidre	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Chung, Steven	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Cooper, Karin	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Cooper, Susan	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Crabb, Kerry	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Cubbage, April	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
D'Auria, Stephanie	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
DeMarchi, Joanne	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
DePaoli, Lisa	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Donaldson, Lindsay	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Fanelli, Tracy	Canvas Conversion, Hybrid	\$2,500.00	05/29/18-08/12/18
Frazier, Vanessa	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
George, Sarah Forest	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Garcia-Lua, Beatriz	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Gensler, Howard	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Gillay, Carolyn	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Gross, Jacqueline	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Hanson, Michael	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Hart, John	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Huft, Justin	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Jazayeri, Jennifer	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Jaime, David	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Knapp, Rebecca	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Kolasa, Jeffrey	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Macasaet, Katrina	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Madamba, Teresa	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
McCartney, Sommer	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Morris Freshwater, Linda	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Ochi, David	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
O'Leary, Thomas	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Quinlan, Emily	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Richards, John	Canvas Conversion, Web-Enhanced	\$1,000.00	08/21/17-12/20/17
Saremi, Sohila	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Taylor, Karen	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Valdez, Deanna	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Vazquez Paramio, Silvia	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Vogel, Jeff	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Whitson, Stephen	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Woodward, Ken	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Yang, Polly	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Yassine, Amina	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Zoval, Jim	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18

August 27, 2018	SC Canvas Conversion	\$184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00
TOTAL TO DATE:		\$671,500.00

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A 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. CHACON, BENJAMIN is to be employed as Public Safety Assistant, Pos. #P0010421, Police Department, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 20 hours per week, 12 months per year, effective July 30, 2018.
- b. ¹CHAPPELL, 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 2, 40 hours per week, 12 months per year, effective July 2, 2018.
- c. CISTERNAS, CLAUDIA PAOLA is to be employed as Office Assistant, Categorical, Pos. #P0011546, Adult Education, Community Education, Emeritus Institute, and K-12 Partnerships, 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 16, 2018. This position was ratified by the Board of Trustees on August 21, 2017. Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships.
- d. GUY, CURTIS M. is to be employed as Assistant Director of Facilities – Capital Outlay Projects, Pos. #P0004534, Facilities, Maintenance and Operations, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, Step 3, 40 hours per week, 12 months per year, effective July 16, 2018.
- e. HEFTER, LORI is to be employed as Program Assistant, Categorical, Pos. #P0011495, Division of Health Sciences and Human Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 25 hours per week, 12 months per year, effective July 23, 2018. This position was approved by the Board of Trustees on June 26, 2017. Employment in this categorical funded position is contingent upon funding by the Medical Lab Technician (MLT) grant.
- f. JOHAL, AMRIK RAVINDER is to be employed as Director of Outreach, Recruitment and Student Support Services, Categorical, Pos. #P0013364, Student Services, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 8, Step 1, 40 hours per week, 12 months per year, effective August 6, 2018. This position was approved by the Board of Trustees on March 26, 2018. Employment in this position is contingent upon funding by the Student Equity Program (SEP) and Student Success and Support Program (SSSP).

¹ Correction: The step is being corrected from Step 1 on the July 30, 2018 Classified Agenda to Step 2.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- g. ²MESSIER, CLAIRE K. is to be employed as Laboratory Assistant, Categorical, Pos. #P0011542, Adult Education, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 3, 16 hours per week, 12 months per year, effective July 23, 2018. This position was ratified by the Board of Trustees on August 21, 2017. Employment in this position is contingent upon funding by the Adult Education/K-12 Partnerships.
- h. MURILLO, LIZET NARANJO is to be employed as Administrative Assistant, Categorical, Pos. #P0012510, Student Equity, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective July 23, 2018. This position was approved by the Interim Chancellor on October 9, 2017. Employment in this position is contingent upon funding by the Student Equity Program.
- i. ROMERO, VIRGINIA GUADALUPE is to be employed as Payroll Specialist, Pos. #P0004112, Payroll, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective July 23, 2018.
- j. SAM, NHE is to be employed as Network Systems Technician I, Pos. #P0012735, Technology Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 2, 40 hours per week, 12 months per year, effective July 16, 2018. This position was approved by the Acting Chancellor on December 4, 2017.
- k. SEXTON, KAREN LEE is to be employed as Laboratory Technician, Reading, Pos. #P0003300, Reading, Division of Liberal Arts, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 1, 25 hours per week, 11 months per year, effective July 16, 2018.
- l. ³TORRES, ROCIO is to be employed as Laboratory Assistant, Categorical, Pos. #P0011543, Adult Education, Community Education, Emeritus Institute, and K-12 Partnerships Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 16 hours per week, 12 months per year, effective July 9, 2018. This position was ratified by the Board of Trustees on August 21, 2017. Employment in this position is contingent upon funding by the Adult Education/K-12 Partnerships.
- m. ⁴TYSON, CHELSEY THERESA is to be employed as Health Sciences and Human Services Program Specialist, Pos. #P0003507, Division of Health Sciences and Human Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Step 2, 40 hours per week, 12 months per year, effective July 30, 2018.

² Related to Jill Ibbotson, Adult Education English as a Second Language Faculty Coordinator, Saddleback College.

³ Related to Francisco Mendoza Mora, Custodian, Saddleback College.

⁴ Related to Jennifer Forouzesh, Associate Faculty, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- n. VAZQUEZ, OBDULIA OZUNA is to be employed as Laboratory Assistant, Categorical, Pos. #P0011541, Adult Education, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 16 hours per week, 12 months per year, effective July 2, 2018. This position was ratified by the Board of Trustees on August 21, 2017. Employment in this position is contingent upon funding by the Adult Education/K-12 Partnerships.
- o. WERT, SPENCER ALLEN is to be employed as Public Safety Assistant, Pos. #P0010422, Police Department, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 1, 20 hours per week, 12 months per year, effective July 16, 2018. This position was approved by the Board of Trustees on October 24, 2016.

- 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>Hourly Rate (\$)</u>	<u>Start Date</u>
Ayers, Wanda	Dispatcher/Records/IVC	22.67	07/15/18-06/30/19
Benoit, Rhonda	Office Assistant/SC	19.27	07/01/18-07/14/18
Benoit, Rhonda	Office Assistant/SC	19.55	07/15/18-06/30/19
Bertolino, Christopher	Senior Laboratory Technician, Art/SC	29.75	07/15/18-06/30/19
Bustos Hernandez, Clemente	Police Officer/IVC	30.02	07/01/18-06/30/19
Carr, Delores	Administrative Assistant/SC	23.82	07/15/18-06/30/19
⁵ Chavez, Vanessa	Financial Aid Specialist/IVC	25.92	07/01/18-07/14/18
⁵ Chavez, Vanessa	Financial Aid Specialist/IVC	26.30	07/15/18-06/30/19
DuDek, Daniel	Scenic Designer/Tech. Director/IVC	31.26	07/15/18-06/30/19
Florentino, Efren	Operations Planning Specialist/SC	26.95	07/15/18-06/30/19
Gomez, Jenny	Lab. Tech., Life & Phys. Sciences/SC	24.07	07/01/18-07/14/18
Gomez, Jenny	Lab. Tech., Life & Phys. Sciences/SC	24.42	07/15/18-06/30/19
Issak, Yussuf	Campus Security Officer/IVC	20.98	07/01/18-06/30/19
Martin, Lore	Administrative Assistant/IVC	23.82	07/15/18-06/30/19
Matthews, Brenda	Custodian/IVC	19.55	07/15/18-06/30/19
Murillo, Lizet	Administrative Assistant/IVC	23.82	07/15/18-06/30/19
Phan, Jennifer	Financial Aid Specialist/IVC	25.92	07/01/18-07/14/18
Phan, Jennifer	Financial Aid Specialist/IVC	26.30	07/15/18-06/30/19
Ramirez, Christopher	Operations Planning Specialist/SC	26.95	07/15/18-06/30/19
Reyes, Mayra	Student Development Office Asst/SC	23.48	07/01/18-07/14/18
Reyes, Mayra	Student Development Office Asst/SC	23.82	07/15/18-06/30/19
Roach, Eileen	Office Assistant/SC	19.27	07/01/18-07/14/18
Roach, Eileen	Office Assistant/SC	19.55	07/15/18-06/30/19
Rosales Lopez, Jose	Custodian/IVC	19.55	07/15/18-06/30/19
Sack, Tammy	Dispatcher/Records/IVC	22.67	07/15/18-06/30/19

⁵ Related to Ashley Chavez, Project Specialist, Irvine Valley College and Jacqueline Chavez, Project Specialist, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS – Continued

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Sandstrom, Adrian	Senior Laboratory Technician, Art/SC	29.75	07/15/18-06/30/19
Santiago, Abraham	Program Assistant (Cat. Fund)/SC	22.12	07/15/18-06/30/19
Sendaba, Barbara	Senior Health Office Assistant/SC	25.65	07/15/18-06/30/19
Spight, Derrick	Custodian/IVC	19.27	07/01/18-07/14/18
Spight, Derrick	Custodian/IVC	19.55	07/15/18-06/30/19
Swanson, Sherrie	Senior Administrative Assistant/DS	27.63	07/15/18-06/30/19
Tejeda, Guillermo	Financial Aid Specialist/IVC	25.92	07/01/18-07/14/18
Tejeda, Guillermo	Financial Aid Specialist/IVC	26.30	07/15/18-06/30/19
Tran, Dang	Financial Aid Specialist/IVC	25.92	07/01/18-07/14/18
Tran, Dang	Financial Aid Specialist/IVC	26.30	07/15/18-06/30/19
Wagner, Richard	Senior Multimedia Technician/IVC	29.75	07/15/18-06/30/19

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>
Adams, Kathleen	Project Specialist/IVC	30.00	07/01/18-06/30/19
Aguiar, Nathaniel	Outreach Aide/SC	14.00	07/01/18-06/30/19
Araujo Rodriguez, Sanjuana	Outreach Aide/SC	13.50	07/01/18-06/30/19
Arebalo, Alexander	Project Specialist/IVC	21.00	07/01/18-06/30/19
Baccar, Ezra	Project Specialist/IVC	21.00	07/01/18-06/30/19
Bageant, Sara	Outreach Aide/SC	14.00	07/01/18-06/30/19
Baker, Robert	Project Specialist/SC	12.00	07/01/18-06/30/19
Bernabe, Delfina	Project Specialist/IVC	20.00	07/01/18-06/30/19
Boyer, Gary	TMD Aide/SC	14.00	07/01/18-06/30/19
⁵ Chavez, Vanessa	Project Specialist/IVC	16.00	07/01/18-06/30/19
Cisternas, Claudia	Project Specialist/SC	25.00	07/01/18-06/30/19
Corrales, Javier	Project Specialist/SC	50.00	07/01/18-06/30/19
Criss, Silas	Project Specialist/IVC	20.00	07/01/18-06/30/19
Cubillos Bezanilla, Sandra	Project Specialist/SC	25.00	07/01/18-06/30/19
Devinney, Danielle	Project Specialist/IVC	15.00	07/01/18-06/30/19
Diaz, Jaime	Project Specialist/SC	25.00	07/01/18-06/30/19
Elvir, Brian	Project Specialist/IVC	13.00	07/01/18-06/30/19
Garcia, Armando	Project Specialist/IVC	15.00	07/01/18-06/30/19
Grajeda, Mia	Project Specialist/IVC	30.00	07/01/18-06/30/19
⁶ Guy, Justine	Outreach Aide/SC	14.00	07/01/18-06/30/19
Guzman-Marquez, Laura	Project Specialist/IVC	13.00	07/01/18-06/30/19
Hall, Dustin	Project Specialist/IVC	15.00	07/01/18-06/30/19
Harper, Lucas	Outreach Aide/SC	14.00	07/01/18-06/30/19

⁶ Related to Georgina Guy, Dean, Student Equity and Special Programs, 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>
Harris, Laura	Project Specialist/SC	32.50	06/15/18-06/30/18
Harris, Laura	Project Specialist/SC	32.50	07/01/18-06/30/19
Hernandez, Alondra	Outreach Aide/SC	14.00	07/01/18-06/30/19
⁷ Johnston-Plescia, Madelyn	Project Specialist/SC	19.00	07/01/18-06/30/19
Juan, Allan	Project Specialist/IVC	18.00	07/01/18-06/30/19
Kaplan, Jeffrey	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Kermani, Arefeh	Project Specialist/SC	14.00	07/01/18-06/30/19
Kessler, Nicholas	TMD Aide/IVC	12.50	07/01/18-06/30/19
Khoury, Brooklinn	Outreach Aide/SC	14.00	07/01/18-06/30/19
King, Katelyn	Project Specialist/SC	19.00	07/01/18-06/30/19
Lanthier Bandy, Julie	Project Specialist/SC	70.00	07/01/18-06/30/19
Lewis, Diane	TMD Aide/IVC	20.00	07/01/18-06/30/19
Long, Jason	Outreach Aide/SC	14.00	07/01/18-06/30/19
Lucas, Richard	TMD Aide/IVC	12.50	07/01/18-06/30/19
Luu, Minh	Project Specialist/IVC	14.00	07/01/18-06/30/19
Lyles Reed, LaMaiyah	Project Specialist/IVC	20.00	07/01/18-06/30/19
Mahon, Nicholas	Project Specialist/IVC	13.00	07/01/18-06/30/19
Martin, Rebecca	Project Specialist/SC	19.00	07/01/18-06/30/19
Martinez, Mariah	Project Specialist/IVC	16.00	07/01/18-06/30/19
Messier, Claire	Project Specialist/SC	25.00	07/01/18-06/30/19
⁸ Molina Gallardo, Karen	Project Specialist/SC	25.00	07/01/18-06/30/19
Moreno Castaneda, Chantal	Outreach Aide/SC	14.00	07/01/18-06/30/19
Mueller, Larry	Project Specialist/SC	50.00	06/15/18-06/30/18
Mueller, Larry	Project Specialist/SC	50.00	07/01/18-06/30/19
Nieto, Diana	Project Specialist/SC	25.00	07/01/18-06/30/19
Pena, Glen	Project Specialist/IVC	20.00	07/01/18-06/30/19
Phan, Jennifer	Project Specialist/IVC	16.00	07/01/18-06/30/19
Roach, Eileen	Project Specialist/SC	25.00	07/01/18-06/30/19
Rostami, Fatemeh	Project Specialist/IVC	15.00	07/01/18-06/30/19
Rue, Steven	Project Specialist/SC	27.50	07/01/18-06/30/19
Rundles, Jonahtan	Project Specialist/IVC	13.00	07/01/18-06/30/19
Salgado, Michael	TMD Aide/IVC	11.50	07/01/18-06/30/19
Saur, Barbara	Project Specialist/SC	32.50	07/01/18-06/30/19
Simpson, Chloe	Outreach Aide/SC	14.00	07/01/18-06/30/19
Snakowski, Andrew	Project Specialist/IVC	19.00	07/01/18-06/30/19
Sparkuhl, Julie	Project Specialist/SC	12.50	07/01/18-06/30/19
Sunico, Anton	Project Specialist/SC	12.00	07/01/18-06/30/19
Tesch, Gregory	Project Specialist/DS	50.00	07/01/18-06/30/19

⁷ Related to Trish Fain, Executive Assistant, Saddleback College.

⁸ Related to Karla Molina Gallardo, Community Education Presenter, 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>
Torres, Rocio	Project Specialist/SC	25.00	07/01/18-06/30/19
Vega, Manuel	Project Specialist/IVC	13.00	07/01/18-06/30/19
Wert, Spencer	Project Specialist/IVC	15.00	07/01/18-06/30/19
Willard, Dustin	Project Specialist/IVC	13.00	07/01/18-06/30/19
Williams, Jeremy	Clerk/IVC	11.50	07/01/18-06/30/19
Willis, Heather	TMD Aide/IVC	20.00	07/01/18-06/30/19
Yelverton, Michael	Project Specialist/SC	12.00	07/01/18-06/30/19

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 **2018/2019** academic year.

<u>Name</u>	<u>Start/End Date</u>
Asturias, Amira Ann	07/01/18-06/30/19
Di Donato, Leonardo	07/01/18-06/30/19
Egle, Sean	07/01/18-06/30/19
Fukase, Christina	07/01/18-06/30/19
Hassaan, Habiba	07/01/18-06/30/19
Hosseini, Ava	07/01/18-06/30/19
Kyaw, Paing	07/01/18-06/30/19
Nasiri, Savina	07/01/18-06/30/19
Popovich, Sophia	07/01/18-06/30/19
⁹ Rana, Noor	07/01/18-06/30/19
¹⁰ Rana, Wasir	07/01/18-06/30/19
Rosborough, Matthew	07/01/18-06/30/19
Salameh, Laila	07/01/18-06/30/19
Syed, Umayr	07/01/18-06/30/19

⁹ Related to Wasir Rana, Student Help, Irvine Valley College.

¹⁰ Related to Noor Rana, Student Help, 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>
Alimelech, Tai	Tutor/SC	12.00	06/25/18-06/30/18
Alimelech, Tai	Tutor/SC	12.00	07/01/18-06/30/19
Alsayed, Safy	Tutor/SC	12.00	07/01/18-06/30/19
Amirrad, Farideh	Tutor/IVC	15.00	07/01/18-06/30/19
Arbogast, Taylor	Medical Professional/SC	35.00	07/01/18-06/30/19
Billings, Christopher	Tutor/SC	13.50	07/01/18-06/30/19
Bui, Nu	Tutor/IVC	12.50	07/01/18-06/30/19
Ceman, Bernadette	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Cosmakos, James	Senior Lifeguard/SC	20.00	07/01/18-06/30/19
Craig, Steven	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
Eckhart, Sherry	Model/IVC	25.00	07/01/18-06/30/19
Gavin, Danielle	Clinical Skills Specialist/SC	30.00	07/01/18-06/30/19
Gill, Sandeep	Tutor/IVC	13.00	06/26/18-06/30/18
Gill, Sandeep	Tutor/IVC	13.00	07/01/18-06/30/19
Heidarpour Bardei, Negar	Tutor/SC	12.00	07/01/18-06/30/19
Ho, Pin-Shiuan	Tutor/IVC	12.00	07/01/18-06/30/19
Joyce, Wyatt	Tutor/SC	12.00	07/01/18-06/30/19
Karpaty, Rebecca	Tutor/SC	12.00	07/01/18-06/30/19
¹¹ Klein, Monique	Recreation Aide/SC	11.50	07/01/18-06/30/19
Koosha, Milad	Tutor/SC	12.00	07/01/18-06/30/19
Kral, Jocelyn	Clinical Skills Specialist/SC	30.00	07/01/18-06/30/19
Lim, Hyoyoung	Tutor/IVC	12.00	07/01/18-06/30/19
Martin, Douglas	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
McConaughy, Richard	Tutor/SC	12.00	07/01/18-06/30/19
Mitchell, Tomas	Tutor/SC	12.00	07/01/18-06/30/19
Murphy, William	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
Palmer, Matthew	Tutor/SC	13.00	07/01/18-06/30/19
Phan, Diana	Tutor/IVC	15.00	07/01/18-06/30/19
Rahbari, Golbou	Tutor/IVC	12.00	07/01/18-06/30/19
Renteria, Christian	Tutor/SC	12.00	07/01/18-06/30/19
Rhoades, Rachel	Recreation Aide/SC	13.00	07/01/18-06/30/19
¹² Rimland, Adam	Recreation Aide/SC	11.50	06/25/18-06/30/18
¹² Rimland, Adam	Recreation Aide/SC	11.50	07/01/18-06/30/19
Ritz, Elisabeth	Tutor/IVC	11.50	07/01/18-06/30/19

¹¹ Related to Laurie Murphy-Klein, Associate Faculty, Saddleback College.

¹² Related to Elise Rimland, 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>
¹³ Searcy, Nathan	Community Education Presenter/SC	11.50	06/15/18-06/30/18
¹³ Searcy, Nathan	Community Education Presenter/SC	11.50	07/01/18-06/30/19
Shin, Donghoon	Tutor/IVC	12.50	07/01/18-06/30/19
Skahill, Christopher	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
Smith, Hannah	Tutor/SC	12.00	07/01/18-06/30/19
Smolyanov, Elena	Tutor/SC	19.00	07/01/18-06/30/19
Stone, Hannah	Tutor/SC	13.00	07/01/18-06/30/19
Strain, Stephanie	Model/IVC	25.00	07/01/18-06/30/19
Takemoto, Jack	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
Tidrick, Brian	AOJ Trainer/IVC	70.00	07/01/18-06/30/19
Turner, Tracey	Model/IVC	25.00	07/01/18-06/30/19
Waymire, Nicole	Tutor/SC	12.00	07/01/18-06/30/19
Wood, Allyson	Senior Lifeguard/SC	13.00	07/01/18-06/30/19
Zehren, Zoe	Senior Lifeguard/SC	13.00	07/01/18-06/30/19

B. AUTHORIZATION TO ELIMINATE A CLASSIFIED POSITION AND/OR POSITION NUMBER

1. EXECUTIVE SECRETARY TO THE OFFICE OF THE CHANCELLOR AND TRUSTEE SERVICES, a classified manager, Pos. #P0004573, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 3, Public Information, Office of the Chancellor, District Services, seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective August 28, 2018. (Position approved: May 21, 2012)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. COMMUNICATIONS SPECIALIST, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Public Information, Office of the Chancellor, District Services, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective August 28, 2018.

¹³ Related to Arron Searcy, Program Coordinator, Categorical, Saddleback College and Carly Searcy, Recreation Leader, Saddleback College.

D. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified position, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - a. **RECLASSIFY** SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0003471, College Administrative Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, full -time, 40 hours per week, 12 months per year;
TO EXECUTIVE ASSISTANT, Pos. #P0003471, College Administrative Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 133, full-time, 40 hours per week, 12 months per year, effective September 1, 2017.
 - i. **PROMOTE** SASHIKO MICHELLE WEIDENKOPF, ID #014987, from SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0003471, College Administrative Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 6, full-time, 40 hours per week, 12 months per year; to EXECUTIVE ASSISTANT, Pos. #P0003471, College Administrative Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 133, Step 4, full-time, 40 hours per week, 12 months per year, effective September 1, 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>
Alba, Daniel	P0001113, Custodian	P0003625, Building Maintenance Worker	124/2	40	08/01/2018
Monter, Graciela	P0003469, Senior Counseling Office Assistant	P0003497, Senior Administrative Assistant	127/1	40	04/09/2018
¹⁴ Saket, Aida	P0004459, Admissions and Records Specialist II	P0003337, Senior Admissions and Records Specialist	126/2	40	07/23/2018

2. SADDLEBACK COLLEGE (SC): 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>
Brook, Ryan	P0003541, Senior Administrative Assistant	P0004590, Manager, Office of the President	10/3	40	08/01/2018

¹⁴ Related to Nasser Khandan, Senior Administrative Assistant, Irvine Valley College.

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>
¹⁵ Burnett, Richard	P0003137, Lead Custodian	P0013517, Night Facilities Operations Supervisor	8/2	40	06/11/2018
Nguyen, Vinh	P0005657, Research and Planning Analyst	P0013830, Senior Research and Planning Analyst	144/1	40	06/01/2018

2. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Baldwin, James	P0003290, Administrative Assistant	P0013854, Senior Administrative Assistant	127/4	40	07/01/2018

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>
Ford, Robert	P0004683, Network Systems Technician III	P0013791, Network Systems Administrator	143/5	40	06/15/2018

¹⁵ Correction: The Range/Step is being corrected from 8/1 on the July 30, 2018 Classified Agenda to 8/2.

G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued

2. 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>
Alba, Daniel	P0001113, Custodian	P0013809, Building Maintenance Worker	124/2	40	05/15/2018
England, Leah	P0004774, Administrative Assistant	P0013851, Senior Administrative Assistant	127/1	40	07/01/2018
McHenry, Erin	P0004737, Director of Annual Giving and Development Services	P0013865, Interim Executive Director of College Foundation	22/2	40	07/02/2018
Oropallo, John	P0003343, Building Maintenance Worker	P0013806, Locksmith	128/5	40	05/15/2018

3. DISTRICT SERVICES **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>
Nahavandi, Kamron	P0003669, Human Resources Assistant	P0014081, Human Resources Specialist	127/1	40	08/01/2018

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>
Alba, Daniel	P0001113, Custodian	P0013809, Building Maintenance Worker	113/6	40	06/19/2018
Oropallo, John	P0003343, Building Maintenance Worker	P0013806, Locksmith	124/6	40	06/19/2018

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Choi, Katlin	Grant Project Manager, Specially Funded/SC	07/20/2018	N/A
D'Antonio, Angelica	Laboratory Technician, Photography and Art/IVC	07/16/2018	N/A
DeMore, Stacy	Front of House Assistant/SC	07/31/2018	N/A
Helms, Toni	Accompanist/IVC	06/13/2018	N/A
Jiroudek, Ellura	Laboratory Technician, Chemistry/SC	07/27/2018	N/A

I. VOLUNTEERS

- The following individuals are to be approved as Volunteers for the **2018/2019** academic year.

Division of Advanced Technology and Applied Sciences, Saddleback College

Alvarez, Jorge	Cueva, Armando	Friddle, Jerry
Hans, Gaurav	Montenegro, Alex	Quintero, Jose
Shinker, Jason	Thompson, Ron	Wilcox, Amy

Division of Fine Arts, Saddleback College

Berenson, Aysegul	Brechtel, William	Buchanan, Jeremy
Cannon, Barbara	Cho, Brian	Goodman, Bob
Halasz, Nancy	Holmes, Barbara	Huey, Daphne
Nguyen, Thien	Paradee, Matthew	Salloum, Sonia
Schwartz, Mark	Stokesberry, Ken	

School of Guidance and Counseling, Irvine Valley College

Gehris, Brooke	Gehris, Kelly	Kim, Tiffany
Prickett, Philip		

Division of Kinesiology and Athletics, Saddleback College

Baines, Troy	Cutler, Emily	Gaon, David
Holland, Jane	Leventhal, Shana	Malhiot, Clarissa
Mirabal, Lenice	Plague, Christopher	Tolentino, Ean

School of Kinesiology, Health, and Athletics, Irvine Valley College

Cummins, Joshua	Pulido, Yesenia
-----------------	-----------------

School of Languages and Learning Resources, Irvine Valley College

Hirai, Ayako	¹⁶ Ho, Pin Ju (Lucy)	Komuro, Fumiko
Mardard, Teyebeh	Okada, Toko	Otsuka, Namie
Wang, Taemi	Yasuhara, Kana	

¹⁶ Related to Pin-Shiuan Ho, Tutor, Irvine Valley College.

I. VOLUNTEERS – Continued

1. The following individuals are to be approved as Volunteers for the **2018/2019** academic year.

School of Physical Sciences and Technologies, Irvine Valley College

Chavez, Marianne

School of Social and Behavioral Sciences, Irvine Valley College

Dhindsa, Hartrisha

Student Equity and Special Programs, Saddleback College

Harper, Valerie

Student Services, Irvine Valley College

Al-Shammari, Aya

Ehssan, Shayan

Garcia, Sergio

Godinez, Eduardo

Hernandez, Gabriella

Hoang, Evelyn

Kim, Junsu (David)

Makarehchi, Ali

Matus, Alessandra

Moattari, Mehrpad

Muhammed, Aisha

Ngo, Ashley

Obando, Jennifer

Park, Sejin (Shelly)

Refaei, Mahmoud

Rosenthai, Grant

Samadof, Manijeh

Strong, Matthew

Tahiri, Mariam

Wang, Sarah

J. AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULE

1. Approval is requested to change Community Education Presenter to Community Education Trainer, and add HSE Trainer (High School Equivalency) and Adult Education Trainer on the Non-Bargaining Unit Salary Schedule for 2018-2019, effective September 15, 2018. (Exhibit B)

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT SALARY SCHEDULES
2018 - 2019 (eff. 09/15/2018)**

**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/departamental budget, not longevity.

<u>Range</u>	<u>Level of Service</u>	<u>Hourly Rate</u>
Range 007	Entry.....	12.50
Range 008	13.00
Range 009	13.50
Range 010	Intermediate	14.00
Range 011	14.50
Range 012	15.00
Range 013	15.50
Range 014	Intermediate	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, 2018-2019

Ranges 027+ require HR approval prior to use, unless otherwise noted.

Range 027	Advanced	25.00
Range 028	.....	27.50
Range 029	.....	30.00
Range 030	.....	32.50
Range 031	.....	35.00
Range 032	.....	37.50
Range 033	.....	40.00
Range 034	.....	42.50
Range 035	.....	45.00
Range 036	.....	47.50
Range 037	.....	50.00
Range 038	.....	52.50
Range 039	.....	55.00
Range 040	.....	57.50
Range 041	.....	60.00
Range 042	.....	62.50
Range 043	.....	65.00
Range 044	.....	67.50
Range 045	.....	70.00
Range 046	.....	72.50
Range 047	.....	75.00
Range 048	.....	77.50
Range 049	.....	80.00
Range 050	.....	82.50
Range 051	.....	85.00
Range 052	.....	87.50
Range 053	.....	90.00
Range 054	.....	92.50
Range 055	.....	95.00
Range 056	.....	97.50
Range 057	.....	100.00

South Orange County Community College District
Page 3 – NBU Salary Schedules, 2018-2019

SHORT-TERM NBUS: (Live Scans required if non-student)

Adapted Kinesiology Aide	Ranges 007-022
Campus Security Officer (Short-Term)	Ranges 007-037
Certified Test Proctors	Ranges 007-022
Child Development Center Aide	Ranges 007-022 (Depending on ECE units, Permit)
Clerk -- Short Term	Ranges 007-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 007-029
DSPS Proctor	Ranges 007-022
AOJ Trainer (Frmrly Firearms Trainer)	Ranges 037-049
Lab. Aide	Ranges 007-022
Matriculation Proctor	Ranges 007-022
Outreach Aide	Ranges 007-022
Project Specialist	Ranges 007-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 007-057 (023+ require HR approval)

STUDENT POSITIONS: (BP 4215 & EC88003)

Student Help	Ranges 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, 2018-2019

PROFESSIONAL EXPERTS: (Live Scan required)

Administrative Professional Expert	Ranges 022-057 (HR approval required)
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 007-037 (AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

COMMUNITY EDUCATION EXPERTS: (Live Scan Required)

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 007-022
Recreation Aide	Ranges 007-022
Recreation Leader	Ranges 007-029
Sr. Lifeguard	Ranges 007-022
Adult Education Trainer	Ranges 007-057
Community Ed. Trainer	Ranges 007-057
HSE Trainer (HS Equiv.)	Ranges 007-057

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adjustment to the Integrated Salary Schedule for District Administrators and Managers

ACTION: Approval

BACKGROUND

The Integrated Salary Schedule for the District Administrators and Managers, who are non-bargaining unit employees, was initially implemented in 2012. This salary schedule includes all District educational administrators, classified administrators, and classified managers.

STATUS

The district proposes to increase the Integrated Salary Schedule to be adjusted in the amounts of two and one-half (2.5) percent for 2018-2019, two and one-half (2.5) percent for 2019-2020, and two and one-half (2.5) percent for 2020-2021. Salary Schedules are displayed in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve revisions to the Integrated Salary Schedule for District Administrators and Managers, to be effective 09/01/2018, 07/01/2019, and 07/01/2020.

**South Orange County Community College District
Academic & Classified Administrators/Classified Managers Salary Schedule
2018-2019 - 2.50% Increase**

Range/Step	Monthly/Annual Rates							
	1	2	3	4	5	6	7	8
01	4,427	4,649	4,882	5,125	5,381	5,651	5,934	6,231
	53,124	55,788	58,584	61,500	64,572	67,812	71,208	74,772
02	4,649	4,882	5,125	5,381	5,651	5,934	6,231	6,542
	55,788	58,584	61,500	64,572	67,812	71,208	74,772	78,504
03	4,882	5,125	5,381	5,651	5,934	6,231	6,542	6,866
	58,584	61,500	64,572	67,812	71,208	74,772	78,504	82,392
04	5,125	5,381	5,651	5,934	6,231	6,542	6,866	7,212
	61,500	64,572	67,812	71,208	74,772	78,504	82,392	86,544
05	5,381	5,651	5,934	6,231	6,542	6,866	7,212	7,573
	64,572	67,812	71,208	74,772	78,504	82,392	86,544	90,876
06	5,651	5,934	6,231	6,542	6,866	7,212	7,573	7,951
	67,812	71,208	74,772	78,504	82,392	86,544	90,876	95,412
07	5,934	6,231	6,542	6,866	7,212	7,573	7,951	8,349
	71,208	74,772	78,504	82,392	86,544	90,876	95,412	100,188
08	6,231	6,542	6,866	7,212	7,573	7,951	8,349	8,767
	74,772	78,504	82,392	86,544	90,876	95,412	100,188	105,204
09	6,542	6,866	7,212	7,573	7,951	8,349	8,767	9,205
	78,504	82,392	86,544	90,876	95,412	100,188	105,204	110,460
10	6,866	7,212	7,573	7,951	8,349	8,767	9,205	9,667
	82,392	86,544	90,876	95,412	100,188	105,204	110,460	116,004
11	7,212	7,573	7,951	8,349	8,767	9,205	9,667	10,148
	86,544	90,876	95,412	100,188	105,204	110,460	116,004	121,776
12	7,573	7,951	8,349	8,767	9,205	9,667	10,148	10,657
	90,876	95,412	100,188	105,204	110,460	116,004	121,776	127,884
13	7,951	8,349	8,767	9,205	9,667	10,148	10,657	11,189
	95,412	100,188	105,204	110,460	116,004	121,776	127,884	134,268
14	8,349	8,767	9,205	9,667	10,148	10,657	11,189	11,749
	100,188	105,204	110,460	116,004	121,776	127,884	134,268	140,988
15	8,767	9,205	9,667	10,148	10,657	11,189	11,749	12,334
	105,204	110,460	116,004	121,776	127,884	134,268	140,988	148,008
16	9,205	9,667	10,148	10,657	11,189	11,749	12,334	12,952
	110,460	116,004	121,776	127,884	134,268	140,988	148,008	155,424
17	9,667	10,148	10,657	11,189	11,749	12,334	12,952	13,599
	116,004	121,776	127,884	134,268	140,988	148,008	155,424	163,188
18	10,148	10,657	11,189	11,749	12,334	12,952	13,599	14,279
	121,776	127,884	134,268	140,988	148,008	155,424	163,188	171,348
19	10,657	11,189	11,749	12,334	12,952	13,599	14,279	14,994
	127,884	134,268	140,988	148,008	155,424	163,188	171,348	179,928
20	11,189	11,749	12,334	12,952	13,599	14,279	14,994	15,742
	134,268	140,988	148,008	155,424	163,188	171,348	179,928	188,904
21	11,749	12,334	12,952	13,599	14,279	14,994	15,742	16,530
	140,988	148,008	155,424	163,188	171,348	179,928	188,904	198,360
22	12,334	12,952	13,599	14,279	14,994	15,742	16,530	17,356
	148,008	155,424	163,188	171,348	179,928	188,904	198,360	208,272
23	12,952	13,599	14,279	14,994	15,742	16,530	17,356	18,226
	155,424	163,188	171,348	179,928	188,904	198,360	208,272	218,712
24	13,599	14,279	14,994	15,742	16,530	17,356	18,226	19,136
	163,188	171,348	179,928	188,904	198,360	208,272	218,712	229,632
25	14,279	14,994	15,742	16,530	17,356	18,226	19,136	20,093
	171,348	179,928	188,904	198,360	208,272	218,712	229,632	241,116
26	14,994	15,742	16,530	17,356	18,226	19,136	20,093	21,099
	179,928	188,904	198,360	208,272	218,712	229,632	241,116	253,188
27	15,742	16,530	17,356	18,226	19,136	20,093	21,099	22,152
	188,904	198,360	208,272	218,712	229,632	241,116	253,188	265,824
28	16,530	17,356	18,226	19,136	20,093	21,099	22,152	23,260
	198,360	208,272	218,712	229,632	241,116	253,188	265,824	279,120

Board approval date: 8/27/2018
Effective date: 9/1/2018

**South Orange County Community College District
Academic & Classified Administrators/Classified Managers Salary Schedule
2019-2020 - 2.50% Increase**

	Monthly/Annual Rates							
Range/Step	1	2	3	4	5	6	7	8
01	4,538	4,765	5,004	5,253	5,516	5,792	6,082	6,387
	54,456	57,180	60,048	63,036	66,192	69,504	72,984	76,644
02	4,765	5,004	5,253	5,516	5,792	6,082	6,387	6,706
	57,180	60,048	63,036	66,192	69,504	72,984	76,644	80,472
03	5,004	5,253	5,516	5,792	6,082	6,387	6,706	7,038
	60,048	63,036	66,192	69,504	72,984	76,644	80,472	84,456
04	5,253	5,516	5,792	6,082	6,387	6,706	7,038	7,392
	63,036	66,192	69,504	72,984	76,644	80,472	84,456	88,704
05	5,516	5,792	6,082	6,387	6,706	7,038	7,392	7,762
	66,192	69,504	72,984	76,644	80,472	84,456	88,704	93,144
06	5,792	6,082	6,387	6,706	7,038	7,392	7,762	8,150
	69,504	72,984	76,644	80,472	84,456	88,704	93,144	97,800
07	6,082	6,387	6,706	7,038	7,392	7,762	8,150	8,558
	72,984	76,644	80,472	84,456	88,704	93,144	97,800	102,696
08	6,387	6,706	7,038	7,392	7,762	8,150	8,558	8,986
	76,644	80,472	84,456	88,704	93,144	97,800	102,696	107,832
09	6,706	7,038	7,392	7,762	8,150	8,558	8,986	9,435
	80,472	84,456	88,704	93,144	97,800	102,696	107,832	113,220
10	7,038	7,392	7,762	8,150	8,558	8,986	9,435	9,909
	84,456	88,704	93,144	97,800	102,696	107,832	113,220	118,908
11	7,392	7,762	8,150	8,558	8,986	9,435	9,909	10,402
	88,704	93,144	97,800	102,696	107,832	113,220	118,908	124,824
12	7,762	8,150	8,558	8,986	9,435	9,909	10,402	10,923
	93,144	97,800	102,696	107,832	113,220	118,908	124,824	131,076
13	8,150	8,558	8,986	9,435	9,909	10,402	10,923	11,469
	97,800	102,696	107,832	113,220	118,908	124,824	131,076	137,628
14	8,558	8,986	9,435	9,909	10,402	10,923	11,469	12,043
	102,696	107,832	113,220	118,908	124,824	131,076	137,628	144,516
15	8,986	9,435	9,909	10,402	10,923	11,469	12,043	12,642
	107,832	113,220	118,908	124,824	131,076	137,628	144,516	151,704
16	9,435	9,909	10,402	10,923	11,469	12,043	12,642	13,276
	113,220	118,908	124,824	131,076	137,628	144,516	151,704	159,312
17	9,909	10,402	10,923	11,469	12,043	12,642	13,276	13,939
	118,908	124,824	131,076	137,628	144,516	151,704	159,312	167,268
18	10,402	10,923	11,469	12,043	12,642	13,276	13,939	14,636
	124,824	131,076	137,628	144,516	151,704	159,312	167,268	175,632
19	10,923	11,469	12,043	12,642	13,276	13,939	14,636	15,369
	131,076	137,628	144,516	151,704	159,312	167,268	175,632	184,428
20	11,469	12,043	12,642	13,276	13,939	14,636	15,369	16,136
	137,628	144,516	151,704	159,312	167,268	175,632	184,428	193,632
21	12,043	12,642	13,276	13,939	14,636	15,369	16,136	16,943
	144,516	151,704	159,312	167,268	175,632	184,428	193,632	203,316
22	12,642	13,276	13,939	14,636	15,369	16,136	16,943	17,790
	151,704	159,312	167,268	175,632	184,428	193,632	203,316	213,480
23	13,276	13,939	14,636	15,369	16,136	16,943	17,790	18,682
	159,312	167,268	175,632	184,428	193,632	203,316	213,480	224,184
24	13,939	14,636	15,369	16,136	16,943	17,790	18,682	19,614
	167,268	175,632	184,428	193,632	203,316	213,480	224,184	235,368
25	14,636	15,369	16,136	16,943	17,790	18,682	19,614	20,595
	175,632	184,428	193,632	203,316	213,480	224,184	235,368	247,140
26	15,369	16,136	16,943	17,790	18,682	19,614	20,595	21,626
	184,428	193,632	203,316	213,480	224,184	235,368	247,140	259,512
27	16,136	16,943	17,790	18,682	19,614	20,595	21,626	22,706
	193,632	203,316	213,480	224,184	235,368	247,140	259,512	272,472
28	16,943	17,790	18,682	19,614	20,595	21,626	22,706	23,842
	203,316	213,480	224,184	235,368	247,140	259,512	272,472	286,104

Board approval date: 8/27/2018
Effective date: 7/1/2019

**South Orange County Community College District
Academic & Classified Administrators/Classified Managers Salary Schedule
2020-2021 - 2.50% Increase**

	Monthly/Annual Rates							
Range/Step	1	2	3	4	5	6	7	8
01	4,651	4,884	5,129	5,384	5,654	5,937	6,234	6,547
	55,812	58,608	61,548	64,608	67,848	71,244	74,808	78,564
02	4,884	5,129	5,384	5,654	5,937	6,234	6,547	6,874
	58,608	61,548	64,608	67,848	71,244	74,808	78,564	82,488
03	5,129	5,384	5,654	5,937	6,234	6,547	6,874	7,214
	61,548	64,608	67,848	71,244	74,808	78,564	82,488	86,568
04	5,384	5,654	5,937	6,234	6,547	6,874	7,214	7,577
	64,608	67,848	71,244	74,808	78,564	82,488	86,568	90,924
05	5,654	5,937	6,234	6,547	6,874	7,214	7,577	7,956
	67,848	71,244	74,808	78,564	82,488	86,568	90,924	95,472
06	5,937	6,234	6,547	6,874	7,214	7,577	7,956	8,354
	71,244	74,808	78,564	82,488	86,568	90,924	95,472	100,248
07	6,234	6,547	6,874	7,214	7,577	7,956	8,354	8,772
	74,808	78,564	82,488	86,568	90,924	95,472	100,248	105,264
08	6,547	6,874	7,214	7,577	7,956	8,354	8,772	9,211
	78,564	82,488	86,568	90,924	95,472	100,248	105,264	110,532
09	6,874	7,214	7,577	7,956	8,354	8,772	9,211	9,671
	82,488	86,568	90,924	95,472	100,248	105,264	110,532	116,052
10	7,214	7,577	7,956	8,354	8,772	9,211	9,671	10,157
	86,568	90,924	95,472	100,248	105,264	110,532	116,052	121,884
11	7,577	7,956	8,354	8,772	9,211	9,671	10,157	10,662
	90,924	95,472	100,248	105,264	110,532	116,052	121,884	127,944
12	7,956	8,354	8,772	9,211	9,671	10,157	10,662	11,196
	95,472	100,248	105,264	110,532	116,052	121,884	127,944	134,352
13	8,354	8,772	9,211	9,671	10,157	10,662	11,196	11,756
	100,248	105,264	110,532	116,052	121,884	127,944	134,352	141,072
14	8,772	9,211	9,671	10,157	10,662	11,196	11,756	12,344
	105,264	110,532	116,052	121,884	127,944	134,352	141,072	148,128
15	9,211	9,671	10,157	10,662	11,196	11,756	12,344	12,958
	110,532	116,052	121,884	127,944	134,352	141,072	148,128	155,496
16	9,671	10,157	10,662	11,196	11,756	12,344	12,958	13,608
	116,052	121,884	127,944	134,352	141,072	148,128	155,496	163,296
17	10,157	10,662	11,196	11,756	12,344	12,958	13,608	14,287
	121,884	127,944	134,352	141,072	148,128	155,496	163,296	171,444
18	10,662	11,196	11,756	12,344	12,958	13,608	14,287	15,002
	127,944	134,352	141,072	148,128	155,496	163,296	171,444	180,024
19	11,196	11,756	12,344	12,958	13,608	14,287	15,002	15,753
	134,352	141,072	148,128	155,496	163,296	171,444	180,024	189,036
20	11,756	12,344	12,958	13,608	14,287	15,002	15,753	16,539
	141,072	148,128	155,496	163,296	171,444	180,024	189,036	198,468
21	12,344	12,958	13,608	14,287	15,002	15,753	16,539	17,367
	148,128	155,496	163,296	171,444	180,024	189,036	198,468	208,404
22	12,958	13,608	14,287	15,002	15,753	16,539	17,367	18,235
	155,496	163,296	171,444	180,024	189,036	198,468	208,404	218,820
23	13,608	14,287	15,002	15,753	16,539	17,367	18,235	19,149
	163,296	171,444	180,024	189,036	198,468	208,404	218,820	229,788
24	14,287	15,002	15,753	16,539	17,367	18,235	19,149	20,104
	171,444	180,024	189,036	198,468	208,404	218,820	229,788	241,248
25	15,002	15,753	16,539	17,367	18,235	19,149	20,104	21,110
	180,024	189,036	198,468	208,404	218,820	229,788	241,248	253,320
26	15,753	16,539	17,367	18,235	19,149	20,104	21,110	22,167
	189,036	198,468	208,404	218,820	229,788	241,248	253,320	266,004
27	16,539	17,367	18,235	19,149	20,104	21,110	22,167	23,274
	198,468	208,404	218,820	229,788	241,248	253,320	266,004	279,288
28	17,367	18,235	19,149	20,104	21,110	22,167	23,274	24,438
	208,404	218,820	229,788	241,248	253,320	266,004	279,288	293,256

Board approval date: 8/27/2018
Effective date: 7/1/2020

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adjustment to the CSEA Classified Bargaining Unit Salary Schedule

ACTION: Approval

BACKGROUND

As a result of the new collective bargaining agreement with CSEA, the District will increase the salary schedule in accordance with the new contract, effective 2018 to 2019.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the adjustment to the CSEA Classified Bargaining Unit Salary Schedule, to be effective 2018 to 2019, as shown in Exhibit A.

**C.S.E.A. CLASSIFIED BARGAINING UNIT
SALARY SCHEDULE
2018-2019**

Range/ Step	1	2	3	4	5	6	7
111	3,127 18.613	3,285 19.553	3,451 20.541	3,625 21.577	3,809 22.672	4,002 23.821	4,205 25.029
112	3,205 19.077	3,367 20.041	3,537 21.053	3,716 22.119	3,904 23.238	4,102 24.416	4,310 25.654
113	3,285 19.553	3,451 20.541	3,625 21.577	3,809 22.672	4,002 23.821	4,205 25.029	4,418 26.297
114	3,367 20.041	3,537 21.053	3,716 22.119	3,904 23.238	4,102 24.416	4,310 25.654	4,528 26.952
115	3,451 20.541	3,625 21.577	3,809 22.672	4,002 23.821	4,205 25.029	4,418 26.297	4,641 27.625
116	3,537 21.053	3,716 22.119	3,904 23.238	4,102 24.416	4,310 25.654	4,528 26.952	4,757 28.315
117	3,625 21.577	3,809 22.672	4,002 23.821	4,205 25.029	4,418 26.297	4,641 27.625	4,876 29.023
118	3,716 22.119	3,904 23.238	4,102 24.416	4,310 25.654	4,528 26.952	4,757 28.315	4,998 29.750
119	3,809 22.672	4,002 23.821	4,205 25.029	4,418 26.297	4,641 27.625	4,876 29.023	5,123 30.494
120	3,904 23.238	4,102 24.416	4,310 25.654	4,528 26.952	4,757 28.315	4,998 29.750	5,251 31.255
121	4,002 23.821	4,205 25.029	4,418 26.297	4,641 27.625	4,876 29.023	5,123 30.494	5,382 32.035
122	4,102 24.416	4,310 25.654	4,528 26.952	4,757 28.315	4,998 29.750	5,251 31.255	5,517 32.839
123	4,205 25.029	4,418 26.297	4,641 27.625	4,876 29.023	5,123 30.494	5,382 32.035	5,655 33.660
124	4,310 25.654	4,528 26.952	4,757 28.315	4,998 29.750	5,251 31.255	5,517 32.839	5,796 34.500
125	4,418 26.297	4,641 27.625	4,876 29.023	5,123 30.494	5,382 32.035	5,655 33.660	5,941 35.363
126	4,528 26.952	4,757 28.315	4,998 29.750	5,251 31.255	5,517 32.839	5,796 34.500	6,090 36.250

Range/ Step	1	2	3	4	5	6	7
127	4,641 27.625	4,876 29.023	5,123 30.494	5,382 32.035	5,655 33.660	5,941 35.363	6,242 37.154
128	4,757 28.315	4,998 29.750	5,251 31.255	5,517 32.839	5,796 34.500	6,090 36.250	6,398 38.083
129	4,876 29.023	5,123 30.494	5,382 32.035	5,655 33.660	5,941 35.363	6,242 37.154	6,558 39.035
130	4,998 29.750	5,251 31.255	5,517 32.839	5,796 34.500	6,090 36.250	6,398 38.083	6,722 40.011
131	5,123 30.494	5,382 32.035	5,655 33.660	5,941 35.363	6,242 37.154	6,558 39.035	6,890 41.011
132	5,251 31.255	5,517 32.839	5,796 34.500	6,090 36.250	6,398 38.083	6,722 40.011	7,062 42.035
133	5,382 32.035	5,655 33.660	5,941 35.363	6,242 37.154	6,558 39.035	6,890 41.011	7,239 43.089
134	5,517 32.839	5,796 34.500	6,090 36.250	6,398 38.083	6,722 40.011	7,062 42.035	7,420 44.166
135	5,655 33.660	5,941 35.363	6,242 37.154	6,558 39.035	6,890 41.011	7,239 43.089	7,606 45.273
136	5,796 34.500	6,090 36.250	6,398 38.083	6,722 40.011	7,062 42.035	7,420 44.166	7,796 46.404
137	5,941 35.363	6,242 37.154	6,558 39.035	6,890 41.011	7,239 43.089	7,606 45.273	7,991 47.565
138	6,090 36.250	6,398 38.083	6,722 40.011	7,062 42.035	7,420 44.166	7,796 46.404	8,191 48.755
139	6,242 37.154	6,558 39.035	6,890 41.011	7,239 43.089	7,606 45.273	7,991 47.565	8,396 49.976
140	6,398 38.083	6,722 40.011	7,062 42.035	7,420 44.166	7,796 46.404	8,191 48.755	8,606 51.226
141	6,558 39.035	6,890 41.011	7,239 43.089	7,606 45.273	7,991 47.565	8,396 49.976	8,821 52.505
142	6,722 40.011	7,062 42.035	7,420 44.166	7,796 46.404	8,191 48.755	8,606 51.226	9,042 53.821

Range/ Step	1	2	3	4	5	6	7
143	6,890 41.011	7,239 43.089	7,606 45.273	7,991 47.565	8,396 49.976	8,821 52.505	9,268 55.166
144	7,062 42.035	7,420 44.166	7,796 46.404	8,191 48.755	8,606 51.226	9,042 53.821	9,500 56.547
145	7,239 43.089	7,606 45.273	7,991 47.565	8,396 49.976	8,821 52.505	9,268 55.166	9,738 57.964
146	7,420 44.166	7,796 46.404	8,191 48.755	8,606 51.226	9,042 53.821	9,500 56.547	9,981 59.410
147	7,606 45.273	7,991 47.565	8,396 49.976	8,821 52.505	9,268 55.166	9,738 57.964	10,231 60.898
148	7,796 46.404	8,191 48.755	8,606 51.226	9,042 53.821	9,500 56.547	9,981 59.410	10,487 62.422
149	7,991 47.565	8,396 49.976	8,821 52.505	9,268 55.166	9,738 57.964	10,231 60.898	10,749 63.982
150	8,191 48.755	8,606 51.226	9,042 53.821	9,500 56.547	9,981 59.410	10,487 62.422	11,018 65.583
151	8,396 49.976	8,821 52.505	9,268 55.166	9,738 57.964	10,231 60.898	10,749 63.982	11,293 67.220
152	8,606 51.226	9,042 53.821	9,500 56.547	9,981 59.410	10,487 62.422	11,018 65.583	11,575 68.898
153	8,821 52.505	9,268 55.166	9,738 57.964	10,231 60.898	10,749 63.982	11,293 67.220	11,864 70.619
154	9,042 53.821	9,500 56.547	9,981 59.410	10,487 62.422	11,018 65.583	11,575 68.898	12,161 72.386

To determine the hourly rate, the monthly rate is divided by 168 and the results carried to three decimal places. (Based on 21 Days per Month)

Job Class Title	Pay Range
Accompanist	126
Accounting Analyst	138
Accounting Assistant	118
Accounting Officer	135
Accounting Specialist	127
Accounting Systems Specialist	135
Administrative Assistant	121
Admissions & Records Evaluator	127
Admissions & Records Specialist I	116
Admissions & Records Specialist I (Bilingual Preferred)	116
Admissions & Records Specialist I (Bilingual)	116
Admissions & Records Specialist II	120
Admissions & Records Specialist III	122
Admissions & Records Systems Specialist	126
Alternate Media Specialist	140
Applications Specialist I	134
Applications Specialist II	138
Applications Specialist III	142
Art Gallery Specialist/Curator	130
Articulation Specialist	127
Assistive Technology Assistant	134
Athletic Equipment Specialist/Driver	121
Athletic Trainer	132
Automotive Diagnostic Technician	128
Benefits Specialist	127
Budget Control/Fiscal Officer	130
Building Maintenance Worker	124
Buyer	126
Campus Police Office Assistant	115
Career Guidance Specialist	136
Career Placement Officer	129
Career Services Officer	129
Career Services Technician	121

Job Class Title	Pay Range
Central Services Specialist	121
Child Development Specialist	122
Clerical Assistant -- Categorical funded	113
College Information Operator	113
College Public Information Officer	133
Community Education Program Specialist, Categorical funded	127
Computer/Audiovisual Technician	126
Contract Specialist	131
Coordinated Scheduling Analyst	132
Copy Center Technician	118
Costume/Makeup Designer	132
Counseling Office Assistant	115
Creative Services Lead	142
Curriculum Assistant	121
Curriculum Publications Specialist	132
Curriculum Scheduling Specialist	130
Curriculum Specialist	132
Custodian	113
Custodian Assistant	111
Database Administrator	152
Development Assistant I	128
Development Assistant II	131
Development Associate-Tech/Donor/Alumni Develop.	138
Disabled Student Program Specialist	123
Dispatcher	117
Dispatcher Lead	123
Dispatcher/Records	119
District Accounting Systems Specialist	139
District Payroll Systems Specialist	139
Electrician	128
EMS Program Specialist	123
Equipment Technician	122
Executive Assistant	133

Job Class Title	Pay Range
Extended Opportunity Program Specialist	121
Extended Opportunity Program Specialist -- Bilingual	121
Financial Aid Specialist, Categorical funded	125
Fine Arts Public Information Officer	129
Fiscal/Veterans Specialist	126
Foster & Kinship Care Education Program Assistant, Categorical funded	121
Foundation Specialist	128
Front of House Assistant	118
Front of House Manager	122
Grants Analyst	138
Graphic Designer	130
Graphic Designer/Production Technician	126
Greenhouse Assistant	114
Grounds Specialist	122
Groundskeeper	118
Groundskeeper/Swimming Pool Maintenance Worker	120
Head Interpreter, Categorical funded	142
Health Center Nurse	136
Health Office Assistant	115
Health Science & Human Services Project Specialist	123
Human Resources Assistant	121
Human Resources Assistant Recruiter	123
Human Resources Compliance Support Specialist	127
Human Resources Specialist	127
HVAC Technician	128
Infant/Toddler Specialist	122
Instructional Assistant	122
Instructional Programmer/Analyst	130
Instructional Technologist	142
International Student Program Specialist	129
International Student Program Technician	125
Irrigation Systems Specialist	129
Laboratory Assistant	116

Job Class Title	Pay Range
Laboratory Technician, Anthropology and Geography	122
Laboratory Technician, Art	122
Laboratory Technician, Automotive Technology	122
Laboratory Technician, Chemistry	122
Laboratory Technician, Communication Arts	122
Laboratory Technician, Computers	122
Laboratory Technician, Consumer Sciences	122
Laboratory Technician, Environmental Studies	122
Laboratory Technician, Graphics	122
Laboratory Technician, Horticulture	122
Laboratory Technician, Language	122
Laboratory Technician, Lariat	122
Laboratory Technician, Life/Physical Sciences	122
Laboratory Technician, PE & Athletics	122
Laboratory Technician, Photography & Art	122
Laboratory Technician, Reading	122
Laboratory Technician, Student Success Center	122
Lead Automotive Diagnostic Technician	134
Lead Building Maintenance Worker	130
Lead Charge Nurse	142
Lead Custodian	119
Lead Electrician	134
Lead Groundskeeper	124
Lead Human Resources Specialist	131
Lead Payroll Process Specialist	137
Lead Warehouse Worker	126
Learning Assistance Specialist	134
Library Assistant I	115
Library Assistant II	119
Library Assistant III	121
Library Technician	125
Lighting and Sound Designer	132
Locksmith	128

Job Class Title	Pay Range
Mailroom Assistant	114
Maintenance Coordinator	135
Matriculation Specialist	123
Media and Marketing Specialist	138
Media Production Specialist	136
Network Services Analyst	140
Network Systems Administrator	143
Network Systems Technician I	132
Network Systems Technician II	136
Network Systems Technician III	140
New Media and Marketing Specialist	138
Nursing Program Admissions & Records Evaluator, Specially funded	127
Office Assistant	113
Operations Planning Specialist	126
Outreach Assistant	117
Outreach Specialist	131
Painter	128
Parking Coordinator	127
Payroll Specialist	127
Performing Arts Center Operations Manager	122
Plant Engineer	134
Plumber	128
Police Services Specialist	132
Police Technical Services Specialist	132
Program Assistant -- Categorical funded	118
Program Coordinator -- Categorical funded	134
Program Laboratory Technician -- Categorical funded	122
Program Outreach Specialist – Categorical funded	131
Program Research Analyst – Categorical funded	138
Program Senior Accounting Specialist – Categorical funded – Student Success	131
Program Senior Laboratory Technician -- Categorical funded	130
Program Senior Laboratory Technician (Simulation) – Categorical funded	130
Program Specialist -- Categorical funded	130

Job Class Title	Pay Range
Program Student Services Specialist – Categorical funded	125
Program Technician -- Categorical funded	122
Programmer Analyst	142
Public Safety Assistant	113
Publications Technician	122
Radio News Director	132
Receptionist	113
Re-Entry Center Specialist	136
Research and Planning Analyst	138
Research Specialist	130
Scheduling and Enrollment Planning Analyst	138
Senior Accounting Specialist	131
Senior Administrative Assistant	127
Senior Admissions & Records Specialist	126
Senior Admissions & Records Specialist -- Bilingual	126
Senior Benefits Specialist	131
Senior Buyer	130
Senior Child Development Specialist	128
Senior Copy Center Technician	124
Senior Counseling Office Assistant	119
Senior Electrician	130
Senior Financial Aid Specialist	129
Senior Fiscal/Veterans Specialist	130
Senior Graphic Designer	134
Senior Graphic Designer/Publications Editor	136
Senior Health Office Assistant	124
Senior Human Resources Specialist	131
Senior HVAC Technician	130
Senior Laboratory Technician, Advanced Tech/Applied Science	130
Senior Laboratory Technician, Art	130
Senior Laboratory Technician, Automotive Technician	130
Senior Laboratory Technician, Chemistry	130
Senior Laboratory Technician, Computers	130

Job Class Title	Pay Range
Senior Laboratory Technician, Consumer Sciences	130
Senior Laboratory Technician, Environmental Studies	130
Senior Laboratory Technician, Language	130
Senior Laboratory Technician, Life/Physical Sciences	130
Senior Laboratory Technician, Math/Science/Engineering	130
Senior Laboratory Technician, Music	130
Senior Laboratory Technician, Performing Arts	130
Senior Laboratory Technician, Photography	130
Senior Laboratory Technician, Student Success Center	130
Senior Laboratory Technician, Theater Arts/Carpentry	130
Senior Matriculation Specialist	127
Senior Multimedia Technician	130
Senior Operations Planning Specialist	130
Senior Payroll Specialist	131
Senior Plumber	130
Senior Programmer Analyst	146
Senior Research and Planning Analyst	144
Senior Transfer Center Specialist	129
Senior Veterans Specialist	130
Sports Public Information Officer	129
Student Development Office Assistant	121
Student Services Specialist	125
Swimming Pool Maintenance Worker	122
Technical Director	132
Technical Director/Scenic Designer	132
Technology Assistant	124
Testing Center Specialist	121
Theater Production/Operations Manager	136
Theatre Production Manager	132
Ticket Office Operations Assistant	116
Ticket Office Operations Manager	122
Transfer Center Specialist	123
Utility Custodian	117

Job Class Title	Pay Range
Veterans Office Assistant	115
Veterans Specialist	126
Warehouse Worker	120
Warehouse Worker/Delivery Driver	114
Webmaster	144

<p>7.9 SHIFT DIFFERENTIAL COMPENSATION:</p> <p>7.9.1 Any full-time employee in the bargaining unit whose assigned work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked. Any full-time employee in the bargaining unit whose assigned work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.</p> <p>Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of five (5) percent above the regular rate of pay. This is effective July 1, 2009.</p> <p>Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of seven and one half (7.5) percent above the regular rate of pay. This is effective July 1, 2009.</p>							
<p>Article 8.10 - LONGEVITY: The District agrees to additionally compensate long service employees as specified below:</p> <ul style="list-style-type: none"> 2% increase in salary after 5 years of service 3% increase in salary after 6 years of service 4% increase in salary after 7 years of service 5% increase in salary after 8 years of service 6% increase in salary after 9 years of service 7% increase in salary after 10 years of service 8% increase in salary after 11 years of service 9% increase in salary after 12 years of service 10% increase in salary after 13 years of service 11% increase in salary after 14 years of service 12% increase in salary after 15 years of service 13% increase in salary after 16 years of service 14% increase in salary after 17 years of service 15% increase in salary after 18 years of service 16% increase in salary after 19 years of service 17% increase in salary after 20 years of service 18% increase in salary after 21 years of service 19% increase in salary after 22 years of service 20% increase in salary after 23 years of service 21% increase in salary after 24 years of service 22% increase in salary after 25 years of service 							
<p><i>The provisions of Article 8.10 will be discontinued for all classified bargaining unit members hired after October 1, 1998. An employee working for the District, but not included in a classified bargaining unit position, will not be eligible for the provisions of Article 8.10.</i></p>							

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, Interim 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>
8/4/2018 10:00am	SSC 212	Christopher Hargraves / Director of Student Development	ASG Sponsored Event / Sisterhood and Sexuality	Margaret Au Christine Chai Nicole Baca Maryann Good Julie Sarton Barbara Granoff Loryn McGill Nicole Garcia Caleigh Haber Kelsie Taylor	Women's Health Issues and Concerns

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>
7/9/18 1:00pm	LA 102	Gregory Koppel	SIGN 21 American Sign Language	Steven Longacre	Deaf Culture, Sign Communication Spectrum and Comparison of Frequency and Intensity of Speech Sounds
7/10/18 6:00pm	LA 100	Gregory Koppel	SIGN 21 American Sign Language	Steven Longacre	Deaf Culture, Sign Communication Spectrum and Comparison of Frequency and Intensity of Speech Sounds
8/16/18 9:00am	PAC	President Roquemore	President's Opening Session of Flex Week	Doug Shupe	Distracted Driving Community Presentation

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
August 27, 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 over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	Aug 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	Aug 2018	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

Status: Construction Phase: Demolition & Earthwork

In Progress: Install Mechanically Stabilized Earth (MSE) retaining wall, *complete last phase of new storm drainage system at college southeast quadrant, survey campus outfall, layout site utilities at new athletics complex and finalize DSA Back-check of Increment 2.*

Recently Completed: *Mass site grading, installed temporary power and data, installed storm drain from the existing practice fields to the outfall behind the warehouse.*

Focus: Increment 2 (structure) package DSA approval *and impact analysis of the DSA review duration on the overall project schedule.* Design-Build Entity buyout of remaining sub-trades. Monitor steel tariffs impact. *Coordinate final outfall design with County of Orange.*

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. *The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.*

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,433)	\$ 1,308,622
ATAS Building	\$0	\$64,100,000	\$64,100,000
Total	\$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: *Design-Build Entity Procurement.*

In Progress: *Contract negotiation with the recommended Design-Build Entity. Board agenda item submitted for the Board of Trustees' approval at this month's Board meeting.*

Recently Completed: *Evaluation committee concluded the final interviews with the three pre-qualified Design-Build Entities. RFQ & P evaluation process is completed.*

Focus Issue: *Obtain bonds and insurance, contract execution and design phase kick-off.*

3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located *northwest* 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 fiscal year 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 was approved at the July 2018 Consultation Council meeting and will move forward to the September Board of Governor's meeting.*

4. ACCESS CONTROL PROJECT

Project Description: *This project will retrofit 1,535 existing doors campus-wide with electronic door locks in order to provide access control and enhance safety. This project will match the standard found at the Science Building, with hardware synchronized to software monitored by the Saddleback College police.*

<i>Criteria Development</i>	<i>Apr 2018</i>	<i>Award D-B Contract</i>	<i>May 2018</i>
<i>Start Working Drawings</i>	<i>Jun 2018</i>	<i>Complete Construction</i>	<i>Jan 2020</i>
<i>Complete Working Drawings</i>	<i>Dec 2018</i>	<i>FF&E</i>	<i>N/A</i>
<i>DSA Final Approval</i>	<i>Jan 2019</i>	<i>DSA Closeout</i>	<i>Pending</i>

Budget Narrative: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for District-wide ADA Transition Plan Projects with Saddleback College assigning \$1,600,000 of their funds to this project. On May 21, 2018, the Board approved \$4,000,000. State Scheduled Maintenance allocation across FY 2015-16, 2016-2017, 2017-2018 totals \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
<i>Project Budget:</i>	<i>\$11,810,210</i>	<i>\$0</i>	<i>\$11,810,210</i>
<i>District Funding Commitment:</i>	<i>\$ 6,964,296</i>	<i>\$0</i>	<i>\$ 6,964,296</i>
<i>Basic Aid Allocation:</i>	<i>\$ 4,000,000</i>	<i>\$0</i>	<i>\$ 4,000,000</i>
<i>Basic Aid ADA Allocation:</i>	<i>\$ 1,600,000</i>	<i>\$0</i>	<i>\$ 1,600,000</i>
<i>College General Fund:</i>	<i>\$ 1,364,296</i>	<i>\$0</i>	<i>\$ 1,364,296</i>
<i>State Scheduled Maintenance Allocation:</i>	<i>\$ 4,845,914</i>	<i>\$0</i>	<i>\$ 4,845,914</i>

Status: *Design phase.*

In Progress: Beta phase design is underway. DSA Inspection services are recommended for Board approval at this August Board meeting.

Recently Completed: Held preliminary meeting with DSA. Criteria document review and field surveys of beta phase buildings complete. Developed and implemented room number designations for the software program.

Focus: Review of beta design by design-build team and user groups. DSA submittal. Procure construction management services.

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	Mar 2011	Complete Construction	Apr 2017
Complete Working Drawings	Mar 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	N/A

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. 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 fiscal year 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 was approved at the July 2018 Consultation Council meeting and will move forward to the September Board of Governor's meeting.*

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	Jun 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, *construction management* and special testing and inspection services. *A recommendation for approval on the construction agreement is included in this month's agenda.*

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 2,335 assignable square feet (ASF), 3,403 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, *construction management* and special testing and inspection services. *A recommendation for approval on the construction agreement is included in this month's agenda.*

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: Monitoring progress with the City and the Navy to transfer county land to district so the demolition can be completed. The most recent estimate for the land exchange is by the end of calendar year 2018.

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 *building was designed for* automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. *In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were also moved to the ATEP IDEA building at its opening.* The project includes 50kV of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	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: SCE coordination for Battery storage installation. *Battery storage equipment scheduled for mid-October delivery. Warranty issues as necessary.*

Recently Completed: N/A

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	Apr 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jun 2016	DSA Close Out	Aug 2018

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: N/A.

Recently Completed: Final programming of site lighting.

Focus: DSA Closeout approval

4. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for the Advanced Technology and Education Park consisting of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Pending
Start Working Drawings	Aug 2018	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	N/A
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018 the Board approved \$250,000.

	<i>Original</i>	<i>Revision</i>	<i>Total</i>
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: Approval of initial project funding through the Basic Aid funding cycle for the design phase.

In Progress: Design Phase.

Recently Completed: Preliminary concept approved by the city.

Focus: Review alignment of preliminary plans with the City of Tustin with Development and Implementation agreements and assemble overall project schedule.

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 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 Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Oct 2018	Start Report Development	Feb 2019
Start Research/Analysis	Oct 2018	Complete Report Development	Apr 2019
Complete Research/Analysis	Jan 2019	Final Report	May 2019

Budget Narrative: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	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	Jul 2017	Start Report Development	Oct 2017
Start Research/Analysis	Jul 2017	Complete Draft Report	Apr 2018
Complete Research/Analysis	Sept 2017	Final Report	Aug 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 \$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:	\$460,000	\$125,000	\$585,000
District Funding Commitment:	\$460,000	\$125,000	\$585,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$125,000	\$585,000

Status: Recommendations phase.

In Progress: Complete campus standards and procurement processes for cable infrastructure, audio visual, access control and wireless.

Recently Completed: Committee review of draft electronic security standards.

Focus: Distribution of final security standards.

4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing condition. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Report Development	<i>Apr 2019</i>
Start Research/Analysis	Aug 2018	Final Report	<i>May 2019</i>
Complete Research/Analysis	<i>Mar 2019</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 \$400,000. On June 26, 2017, the Board approved \$500,000. On *May 21*, 2018 the Board approved \$3,000,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: *Project kick-off at Saddleback College.*

In Progress: *Mobilization of mapping crew to Saddleback College, set-up field office, laydown area, and start supplemental survey process.*

Recently Completed: *Contract execution and obtained Board approval for project's consultants.*

Focus: *Start the record research and subsurface utility investigation phase at Saddleback College.*

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 Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	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 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board also approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

	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: Field Investigation Phase.

In Progress: Building System Assessment including concrete coring, geotechnical investigation, and building survey. Non-destructive testing and field walkthrough to assess building systems.

Recently Completed: Examined as-built drawings, interviewed Saddleback Facilities, Maintenance and Operations (FMO) staff, college IT, campus police, and faculty to collect historical data and previous experience.

Focus: Complete building testing, begin material analysis, and kick-off field investigation process at IVC.

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	Jul 2018	Start Report Development	Aug 2018
Start Research/Analysis	Jul 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: *Field Investigation Phase.*

In Progress: *Building system assessment including concrete coring, geotechnical investigation, and building survey.*

Recently Completed: *Examined as-built drawings, interviewed Saddleback Facilities, Maintenance and Operations (FMO) Staff, College IT, Campus Police, and Faculty members to collect historical data and previous experience.*

Focus: *Complete building level testing, and begin material analysis.*

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: Monthly Financial Status Report

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through June 30, 2018 (EXHIBIT A). A review of final revenues and expenditures for FY 2017-2018 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of June 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 65,655,901	65,655,901	65,655,901	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 3,321,902	3,532,032	2,365,534	66.97%
State Sources	8600-8699	57,606,503	69,873,087	46,308,202	66.27%
Local Sources	8800-8899	240,729,776	240,797,582	253,944,270	105.46%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		301,658,181	314,202,701	302,618,006	96.31%
FISCAL AGENT PASS THROUGH	8970-8979	4,350,212	4,710,212	4,710,212	100.00%
INCOMING TRANSFERS	8980-8989	3,143,842	3,143,842	4,232,565	134.63%
TOTAL SOURCES OF FUNDS		\$ 374,808,136	387,712,656	377,216,684	97.29%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 90,295,240	95,789,119	88,791,997	92.70%
Classified Salaries	2000-2999	57,339,922	57,191,833	52,249,114	91.36%
Employee Benefits	3000-3999	57,255,869	64,035,407	58,289,093	91.03%
Supplies & Materials	4000-4999	8,101,817	8,604,941	3,403,270	39.55%
Services & Other Operating	5000-5999	35,297,872	37,314,856	21,011,205	56.31%
Capital Outlay	6000-6999	18,863,380	18,917,925	6,840,011	36.16%
Payments to Students	7500-7699	1,347,658	2,843,167	2,486,187	87.44%
Total Expenditures		\$ 268,501,758	284,697,248	233,070,877	81.87%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,225,000	1,225,000	1,225,000	100.00%
Basic Aid Transfers Out	7300-7399	67,231,257	67,501,257	67,510,515	100.01%
Intra Fund Transfers Out	7400-7499	4,350,212	4,710,212	4,710,212	0.00%
Total Other Uses		72,806,469	73,436,469	73,445,727	100.01%
TOTAL USES OF FUNDS		341,308,227	358,133,717	306,516,604	85.59%
ENDING FUND BALANCE		\$ 33,499,909	29,578,939	70,700,080	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 17,446,051	17,446,051		
Reserve for Economic Uncertainties		13,260,177	9,580,756		
College Reserves for Economic Uncertainties		2,793,681	2,552,132		
TOTAL RESERVES		\$ 33,499,909	29,578,939		

NOTE: As of June 30, 2017 actual revenues to date were **97.80%** and actual expenditures to date were **87.91%** of the revised budget to date.

\$3.7M decrease in the Reserve for Economic Uncertainties is due to the transfer to fund faculty Canvas stipends approved by the Board on December 11, 2017.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of June 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 19,766,282	19,766,282	19,766,282	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 99,419,252	99,419,252	99,887,149	100.47%
Restricted Budget Allocation		39,218,878	43,269,406	21,883,628	50.58%
Total Revenue		138,638,130	142,688,658	121,770,777	85.34%
INCOMING TRANSFERS	8980-8989	1,333,842	1,333,842	2,501,990	187.58%
TOTAL SOURCES OF FUNDS		<u>\$ 159,738,254</u>	<u>163,788,782</u>	<u>144,039,049</u>	87.94%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 56,488,724	57,843,802	53,807,116	93.02%
Classified Salaries	2000-2999	29,015,126	29,319,835	26,030,495	88.78%
Employee Benefits	3000-3999	32,308,544	32,411,251	28,694,500	88.53%
Supplies & Materials	4000-4999	6,042,772	6,453,138	2,133,386	33.06%
Services & Other Operating	5000-5999	18,661,369	19,938,833	10,005,185	50.18%
Capital Outlay	6000-6999	13,150,367	12,917,273	4,402,020	34.08%
Payments to Students	7500-7699	946,352	1,509,650	1,176,487	77.93%
Total Expenditures		\$ 156,613,254	160,393,782	126,249,189	78.71%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 625,000	895,000	904,258	101.03%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		625,000	895,000	904,258	101.03%
TOTAL USES OF FUNDS		<u>157,238,254</u>	<u>161,288,782</u>	<u>127,153,447</u>	78.84%
LOCATION OPERATING BALANCE		<u>\$ 2,500,000</u>	<u>2,500,000</u>	<u>16,885,602</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,500,000</u>	<u>2,500,000</u>		

NOTE: As of June 30, 2017 actual revenues to date were **86.43%** and actual expenditures to date were **79.46%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of June 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 4,337,276	4,337,276	4,337,276	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 62,394,259	62,394,259	62,659,371	100.42%
Restricted Budget Allocation		18,301,263	20,996,334	15,519,763	73.92%
Total Revenue		80,695,522	83,390,593	78,179,134	93.75%
INCOMING TRANSFERS	8980-8989	1,400,000	1,400,000	1,403,580	100.26%
TOTAL SOURCES OF FUNDS		<u>\$ 86,432,798</u>	<u>89,127,869</u>	<u>83,919,990</u>	94.16%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 32,169,473	33,317,240	32,901,724	98.75%
Classified Salaries	2000-2999	18,233,934	17,725,722	17,107,425	96.51%
Employee Benefits	3000-3999	19,195,669	19,363,511	18,120,524	93.58%
Supplies & Materials	4000-4999	1,933,800	2,023,758	1,188,038	58.70%
Services & Other Operating	5000-5999	8,397,432	9,257,397	5,471,176	59.10%
Capital Outlay	6000-6999	5,557,503	5,804,592	2,314,052	39.87%
Payments to Students	7500-7699	401,306	1,333,517	1,309,701	98.21%
Total Expenditures		<u>\$ 85,889,117</u>	<u>88,825,737</u>	<u>78,412,640</u>	88.28%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 250,000	250,000	250,000	100.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		250,000	250,000	250,000	100.00%
TOTAL USES OF FUNDS		<u>86,139,117</u>	<u>89,075,737</u>	<u>78,662,640</u>	88.31%
LOCATION OPERATING BALANCE		<u>\$ 293,681</u>	<u>52,132</u>	<u>5,257,350</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 293,681</u>	<u>52,132</u>		

NOTE: As of June 30, 2017 actual revenues to date were **95.62%** and actual expenditures to date were **91.49%** of the revised budget to date.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Quarterly Investment Report
ACTION: Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on June 30, 2018, our cash balances were \$305,521,008.93 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 1.57% compared to prior quarter of 1.27%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,644,078.42, and the LAIF investment pool is yielding an average of 1.90% compared to prior quarter of 1.51%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly financial Status Report for SOCCCD, as of June 30, 2018 for FY 2017-2018, is attached (EXHIBIT A) for the Board of Trustees information and review.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 IQ

[VIEW QUARTERLY DATA](#)

CHANGE THE PERIOD 

Fiscal Year: 2017-2018

District: (890) SOUTH ORANGE

Quarter Ended: (Q4) Jun 30, 2018

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2014-15	Actual 2015-16	Actual 2016-17	Projected 2017-2018
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	211,462,493	242,408,781	247,386,136	264,707,731
A.2	Other Financing Sources (Object 8900)	0	493,350	4,835,415	3,953,307
A.3	Total Unrestricted Revenue (A.1 + A.2)	211,462,493	242,902,131	252,221,551	268,661,038
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	155,345,822	175,141,624	189,573,456	195,156,187
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	45,826,804	64,756,402	57,374,918	68,226,257
B.3	Total Unrestricted Expenditures (B.1 + B.2)	201,172,626	239,898,026	246,948,374	263,382,444
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	10,289,867	3,004,105	5,273,177	5,278,594
D.	Fund Balance, Beginning	37,322,828	47,612,695	50,616,800	55,889,977
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	37,322,828	47,612,695	50,616,800	55,889,977
E.	Fund Balance, Ending (C. + D.2)	47,612,695	50,616,800	55,889,977	61,168,571
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	23.7%	21.1%	22.6%	23.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,822	24,927	27,365	26,963
-----	---	--------	--------	--------	--------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2014-15	2015-16	2016-17	2017-2018
H.1	Cash, excluding borrowed funds		61,543,358	76,916,344	93,972,590
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	51,350,104	61,543,358	76,916,344	93,972,590

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	244,035,209	244,035,209	264,707,731	108.5%
I.2	Other Financing Sources (Object 8900)	3,143,842	3,143,842	3,953,307	125.7%
I.3	Total Unrestricted Revenue (I.1 + I.2)	247,179,051	247,179,051	268,661,038	108.7%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	201,612,862	205,263,832	195,156,187	95.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	67,956,257	97,805,196	68,226,257	69.8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	269,569,119	303,069,028	263,382,444	86.9%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-22,390,068	-55,889,977	5,278,594	
L	Adjusted Fund Balance, Beginning	55,889,977	55,889,977	55,889,977	
L.1	Fund Balance, Ending (C. + L.2)	33,499,909	0	61,168,571	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	12.4%	0%		

V. Has the district settled any employee contracts during this quarter? **YES**

If yes, complete the following: *(If multi-year settlement, provide information for all years covered.)*

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2018-19							1,505,937	3.89%
Year 2: 2019-20							3,816,284	2.08%
Year 3: 2020-21							6,947,130	2.12%
b. BENEFITS:								
Year 1: 2018-19							413,560	3.63%
Year 2: 2019-20							1,048,028	
Year 3: 2020-21							1,907,821	

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

It will be funded by local property tax revenue, object codes 8811 - 8816.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **This year? NO**
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of July 1, 2018, total estimated Basic Aid receipts are \$840.5M and total approved projects are \$816.7M as shown in EXHIBIT A. The balance of \$23.8M is the reserve for unrealized tax collections and returned funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

Changes from the April 2018 report include \$73.3M of new receipts and \$83.2M of new project allocations recommended at the May 21 board of trustees meeting. Projects with adjusted allocations and new projects are highlighted.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 27, 2018**

<i>Project Description</i>	<i>Approved Amount</i>	1999/2015 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018/19 YTD Actual	Balance Remaining for 2018/2019
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	261,245,034	240,296,894	12,042,829	7,494,691	1,410,620		0
CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13,700,000	6,889,825	22,998	(1,949)	-	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	337,734	1,985,988	8,213,622	12,783,368	173,055	3,906,233
ATEP First Building Support (2017)	1,520,325	-	-	-	471,425	10,571	1,038,329
ATEP Site Development (2013)	10,625,000	2,361,322	1,054,743	955,676	3,819,736	13,778	2,419,744
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-	547,695	781,024	4,758,015	19,132	3,369,133
ATEP Signage (2018)	500,000	-	-	-	-	-	500,000
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC B200 (2015 & 2018)	1,900,000	-	4,257	151,187	61,515	23,800	1,659,242
IVC B400 Labs and Entrance Controls (2015)	410,000	1,600	4,333	-	182,903	1,585	219,579
IVC Defects Performing Arts Center (2014)	1,400,000	57,347	-	51,646	41,346	4,000	1,245,661
IVC Design and Install Entrance from Barranca (2003)	2,336,884	371,625	92,072	1,710,284	70,855	-	92,048
IVC Fine Arts Building (2008)	15,448,598	61,278	-	-	-	-	15,387,320
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000	-	67,133	123,047	363,732	-	6,946,088
IVC Life Sciences Project (2004)	2,490,000	2,142,655	14,207	44,513	105,987	-	182,638
IVC New Parking Lot (2013 & 2018)	8,788,000	-	18,950	105,492	289,578	22,817	8,351,162
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-	-	5,700	64,401	55,338	554,561
IVC Access Controls (2018)	1,718,815	-	-	-	-	-	1,718,815
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	1,729,361	102,627	1,173,322	202,311	-	631,453
SC Building Repairs - ATAS Building (2003 & 2018)	65,408,935	921,232	332,307	55,396	693,343	9,000	63,397,657
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	2,176,705	7,435,103	92,372	77,537	-	467,969
SC Data Center Project (2016)	1,000,000	-	-	7,472	35,558	-	956,970
SC Fire Alarm System (2015)	500,000	-	-	46,259	14,416	-	439,325
SC LRC Defects (2015)	750,000	-	8,272	48,892	692,836	-	-
SC New Gateway Building (2013)	19,658,820	-	-	-	-	-	19,658,820
SC Sciences Building (M/S/E annex) (2003)	62,399,870	37,893,699	20,710,561	3,299,444	13,370	-	482,796
SC SME Building Renovation (2016)	750,000	-	-	1,499	39,668	-	708,833
SC Stadium and Site Improvements (2008)	39,525,000	472,997	347,766	-	371,780	63,586	38,268,871
SC PE Renovation (2018)	1,800,000	-	54,351	8,925	147,987	-	1,588,737
SC Water Damages/Storm Drainage Issues (2013)	750,000	16,643	11,889	-	-	-	721,468
SC Access Controls (2018)	4,000,000	-	-	-	-	-	4,000,000
CAPITAL PROJECTS TOTAL	317,029,012	55,434,024	32,815,252	16,873,823	25,301,668	396,662	186,207,583
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000	7,119	-	-	65,680	4,266	197,936
IVC Lighting & Walkways (2013)	795,055	502,809	6,750	29,348	31,500	5,751	218,897
IVC SM B100 Roof & HVAC (2015)	493,350	-	-	-	-	-	493,350
IVC Sports Facilities (2012)	342,600	74,579	29,488	164,094	73,269	-	1,170
SC HVAC PE 100 (2014)	800,000	-	-	-	-	-	800,000
SC PE200 Bleacher Repairs (2014)	575,000	2,841	88,099	117,185	366,875	-	0
SC PE Complex (2013)	650,000	-	-	-	646,500	3,500	-
SC Walkway Lot 9 to Quad (2017 & 2018)	850,000	-	-	-	173,348	139,866	536,786
IVC Soccer and Practice Fields (2018)	175,000	-	-	-	-	-	175,000
IVC SM Roofs (2018)	3,000,000	-	-	-	-	-	3,000,000
IVC SM Painting (2018)	343,162	-	-	-	-	-	343,162
IVC SM Electrical (2018)	300,000	-	-	-	-	-	300,000
IVC SM Floors & Finishes (2018)	185,000	-	-	-	-	-	185,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	8,784,167	587,348	124,336	310,627	1,357,172	153,383	6,251,301
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334	3,405,521	306,537	531,912	1,772	-	3,592
Campus Desktop Refresh (2015 & 2018)	5,558,754	-	1,398,967	104,864	1,589,302	7,203	2,458,419
IVC Server Refresh (2018)	200,000	-	-	-	-	-	200,000

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 27, 2018**

Project Description	Approved Amount	1999/2015 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018/19 YTD Actual	Balance Remaining for 2018/2019
IVC Cabling (2018)	32,000						32,000
IVC Network Access Control (2018)	160,000						160,000
SC Server Refresh (2018)	207,247						207,247
SC Cabling (2018)	55,845						55,845
SC Network Access Control (2018)	160,000						160,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	35,906	109,832	51,194	33,686	2,016	220,967
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-	-	38,416	-	-	77,184
SOCCCD Blackboard Plug-ins (2013)	150,000	17,400	30,950	5,205	16,275	-	80,170
SOCCCD Classroom Technology and Audio Visual Refresh (2016 & 2018)	5,866,154	-	125,602	360,359	134,207	16,268	5,229,718
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-	8,113	566,119	124,335	-	36,433
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	848,849	233,714	197,840	130,532	-	183,785
SOCCCD District IT Back Office Automation (2016)	210,000	-	69,488	-	140,512	-	-
SOCCCD District-wide Network Security (2015)	912,395	322,157	40,960	-	149,670	29,169	370,439
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-	-	711,769	108,231	-	-
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	6,150,401	410,194	119,524	64,759	6,080	233,699
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	31,386	7,500	12,500	85,150	-	13,464
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	-	-	314,033	40,967	-	(0)
SOCCCD HR/Bus Svcs Integrated Software (2013 & 2018)	17,392,300	7,724,381	3,506,054	2,381,424	1,507,314	9,625	2,263,502
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-	-	27,600	26,450	-	450
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	14,400	-	12,460	-	-	23,140
SOCCCD IT Basic Aid Projects (2013) IT Contingency	907,328	64,600	-	-	52	-	842,676
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,354,376	131,573	211,137	12,545	-	35,139
SOCCCD MAP Enhancements (2017 & 2018)	665,000	-	-	-	191,384	3,240	470,377
SOCCCD Master Calendar Integration (2014)	300,000	59,177	-	-	240,823	-	0
SOCCCD MySite Security (2014)	302,000	211,942	67,732	(18,061)	40,387	-	0
SOCCCD New Student Print Solution (2016)	238,921	-	124,115	91,088	-	-	23,718
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	-	5,199	-	36,225	-	159,576
SOCCCD Predictive Analytics (2013)	250,000	116,567	68,615	12,118	6,710	-	45,990
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-	195,340	95,097	26,854	-	682,709
SOCCCD Server and Storage Scheduled Maintenance (2016)	350,000	-	235,662	-	12,531	5,903	95,904
SOCCCD Server Configuration & Security (2017)	180,000	-	-	-	27,247	-	152,753
SOCCCD Service Desk Software (2017)	465,000	-	-	-	9,835	-	455,165
SOCCCD Student Early Alert System (2016)	226,800	-	-	-	36,752	12,744	177,305
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	-	-	600,000
SOCCCD Student Information System Enhancement (2013 & 2018)	11,769,600	4,146,895	1,544,979	1,574,564	2,314,103	94,863	2,094,197
SOCCCD Student Success Roadmap (2017)	875,000	-	-	-	1,608	-	873,392
SOCCCD Support Multiple Prerequisites (2015)	302,400	12,584	150,559	103,527	-	-	35,730
SOCCCD System Testing and Stability (2016)	377,000	-	46,465	16,139	281,765	13,572	19,059
SOCCCD Tableau for Data Visualization (2016)	270,000	-	192,434	39,405	4,193	-	33,968
SOCCCD Unified Student ID Card (2016)	452,000	-	-	-	75,190	6,160	370,650
SOCCCD Waitlist Modification (2014)	699,600	249,920	-	2,430	4,090	-	443,161
SOCCCD Wireless Coverage Expansion (2015)	738,000	30,452	7,649	425,660	212,570	61,668	0
SOCCCD Wireless Upgrade (2016)	1,907,990	-	-	20,017	791,591	85,856	1,010,526
SOCCCD Workday Student BPA Sessions (2016)	317,800	-	73,482	42,432	-	-	201,886
SOCCCD Workday Student Influencer Program (2016)	375,000	-	15,211	146,545	12,965	1,687	198,592
SOCCCD SIS Student Health (2018)	350,000						350,000
SOCCCD Information Security Contract Services (2018)	360,000						360,000
SOCCCD DevOps / Identity Management Engineering (2018)	200,000						200,000
SOCCCD Curriculum Management System (2018)	467,600						467,600
SOCCCD Infrastructure Expansion (2018)	170,000						170,000
SOCCCD Privilege Access Management (PAM) (2018)	240,000						240,000
SOCCCD Registration Restriction Module (2018)	302,400						302,400
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000						60,000
SOCCCD Faculty Syllabus Builder(2018)	315,000						315,000
SOCCCD Automated Student Assistant (AI Chatbot) (2018)	475,000						475,000

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 27, 2018**

<i>Project Description</i>	<i>Approved Amount</i>	1999/2015 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018/19 YTD Actual	Balance Remaining for 2018/2019
SOCCCD MySite Faculty Services Upgrade (2018)	275,000						275,000
SOCCCD Innovation Fund (2018)	518,220						518,220
IT PROJECTS TOTAL	82,715,536	31,796,914	9,106,926	8,197,317	8,492,579	356,054	24,765,746
OTHER ALLOCATIONS							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	171,660	95,962	23,965	-	-	233,413
SOCCCD Dist Union Offices (2014)	162,750	29,115	3,742	2,046	-	-	127,847
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	-	283,949	373,583	26,631	-	555,837
SOCCCD District-wide ADA Transition Plan Projects (2017)	6,000,000	-	-	-	-	-	6,000,000
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	-	-	48	32,355	-	3,867,597
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	-	6,453	220,923	58,495	-	354,129
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	-	-	66,552	118,564	1,708	398,177
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	145,830	10,263	18,108	-	26,917	713,882
SOCCCD DSA Project Close Out (2013)	400,000	33,531	13,926	155,958	840	-	195,745
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-	-	-	25,849	-	1,374,151
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	3,040	-	6,597	26,664	2,785	170,914
SOCCCD Insurance Deductibles (2014)	900,000	200,000	100,000	100,000	-	-	500,000
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,135,000	585,002	111,686	100,912	130,751	-	206,649
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	74,281	17,878	93,815	52,705	-	624,321
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	-	14,500,000	12,600,000	12,600,000	-	-
SOCCCD Pre-Planning and Investigation (2015 & 2018)	785,000	3,343	29,087	149,215	53,797	-	549,559
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	2,142,527	-	483,157	-	-	723,304
SOCCCD Retiree Benefits (2001 - present)	84,181,683	60,027,683	3,600,000	11,050,000	4,610,000	-	4,894,000
OTHER ALLOCATIONS TOTAL	146,891,421	63,416,012	18,772,946	25,444,879	17,736,650	31,410	21,489,525
BASIC AID PROJECT TOTALS	816,665,170	391,531,191	72,862,289	58,321,337	54,298,688	937,509	238,714,156

Commitments	550,648,290	61,387,393	59,909,924	61,527,020		83,192,544
Cumulative Commitments	550,648,290	612,035,682	671,945,606	733,472,626		816,665,170
Receipts	575,592,706	52,672,948	66,017,281	72,940,087		73,289,378
Cumulative Receipts	575,592,706	628,265,654	694,282,935	767,223,022		840,512,400
Cumulative Expenses	391,531,191	464,393,481	522,714,818	577,013,506		577,951,015
Uncommitted Basic Aid Funds	184,061,515	163,872,173	171,568,117	190,209,516		23,847,230

	<i>Approved Amount</i>					<i>Receipts Change</i>	<i>Commitment Change</i>
Change from April 2018 Report:							
FY 2018-2019 Basic Aid Allocation							83,192,544
FY 2017-2018 Increase/Decrease in Receipts						8,787,968	
FY 2018-2019 Estimated Receipts						73,289,378	
Total Change from April 2018 Report	-	-	-	-		82,077,346	83,192,544

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 June 30, 2018 (EXHIBIT A).

For June, the portfolio was composed of 49.9% Common Stocks (Domestic and International) and 50.1% Fixed Funds (Bonds). The portfolio's performance decreased 0.14%, ending with a fair market value of \$116,478,409 and an annualized return of 5.74%.

July 16, 2018

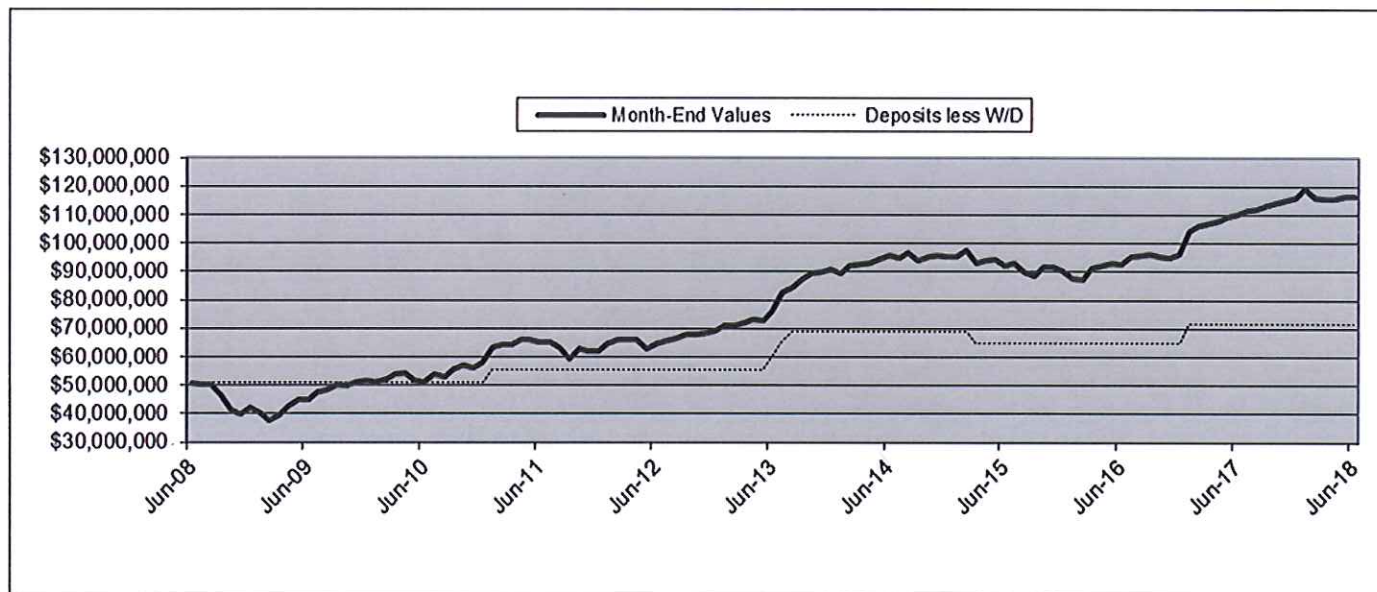
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

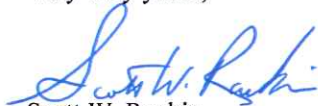
With a fair market value on June 30th of \$116,478,408.50 your portfolio's performance was down -0.14% for the month and up 5.74% on an annualized basis since the June 24th, 2008 inception date net of program fees.

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>June 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-0.14%	0.22%	5.74% annualized return
S&P 500	0.62%	2.65%	10.17% (Domestic Stocks)
MSCI EAFE	-1.22%	-2.75%	2.84% (International stocks)
Barclays Aggregate	-0.12%	-1.62%	3.73% (Domestic Bonds)
Barclays Global	-0.44%	-1.46%	2.57% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
September-17	\$ -	\$ 71,676,602	\$ 113,277,751
October-17	\$ -	\$ 71,676,602	\$ 114,061,414
November-17	\$ -	\$ 71,676,602	\$ 115,163,531
December-17	\$ -	\$ 71,676,602	\$ 116,227,289
January-18	\$ -	\$ 71,676,602	\$ 119,034,135
February-18	\$ -	\$ 71,676,602	\$ 115,906,436
March-18	\$ -	\$ 71,676,602	\$ 115,625,568
April-18	\$ -	\$ 71,676,602	\$ 115,818,885
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
	\$ 71,676,602		

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March, 2016 the SOCCCD Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending June 30, 2018 (EXHIBIT A). The portfolio is composed of 16.0% equity funds and 84.0% fixed income mutual funds. The portfolio's performance for the quarter decreased 0.33%, ending with a fair market value of \$35,977,782. The annualized return since inception is 2.19%. In this quarter, \$1,025,678 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

July 16, 2018

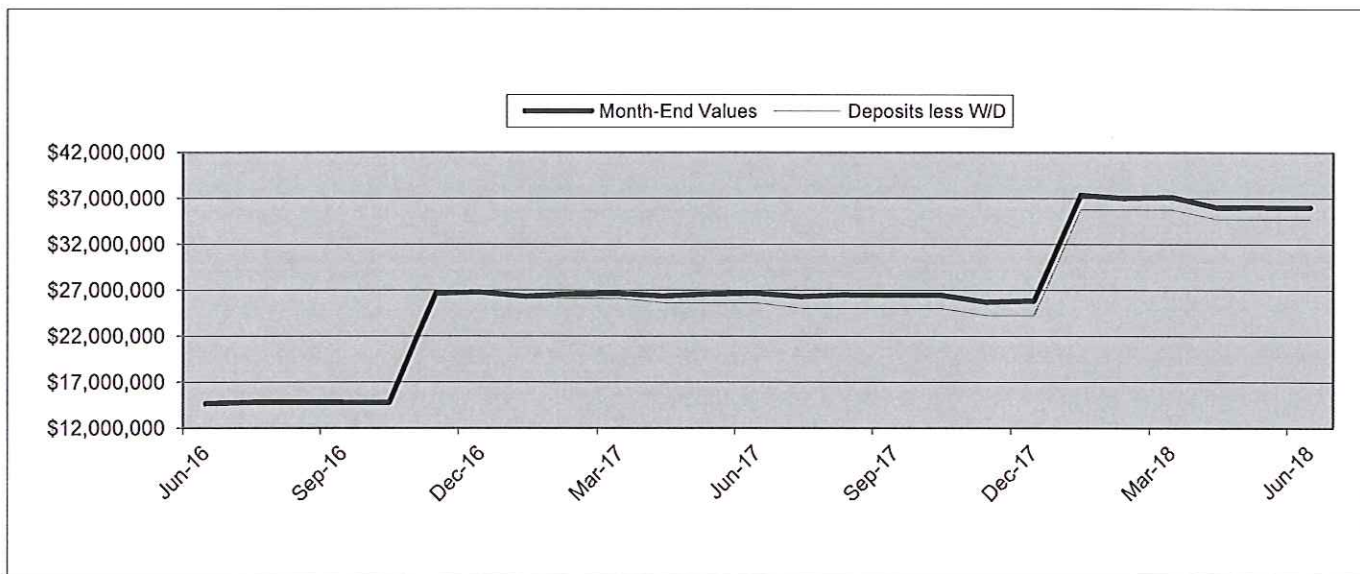
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

With a fair market value on June 30th of \$35,977,781.91 your portfolio's performance was down -0.33% for the quarter and up 2.19% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (16.0%) and fixed income funds (84.0%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$3,947,932 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>2nd Quarter 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	-0.33%	-0.98%	2.19% annualized return
S&P 500	3.44%	2.65%	16.13% (Domestic Stocks)
MSCI EAFE	-1.07%	-2.75%	13.36% (International stocks)
Barclays Aggregate	-0.16%	-1.62%	-0.35% (Domestic Bonds)
Barclays Global	-2.78%	-1.46%	-0.43% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782



DATE: August 27, 2018
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen Burke, Ed.D.
SUBJECT: District Services Report for August 27, 2018 Board of Trustees Meeting

Chancellor's Opening Session

The Chancellor's annual Opening Session for faculty and staff was held on Tuesday, August 14 at the IVC Performing Arts Center. Titled "Planning and Pathways," The event featured introductions of new faculty and staff, the Chancellor's remarks; a musical performance by student Tyler Ravelli on trumpet, accompanied by Dr. Julia Oh on the piano; a thought-provoking keynote address by Dr. Naomi Castro of the Career Ladders Project ([link to presentation](#)); and the presentation of years-of-service pins to faculty. Trustee Milchiker provided welcoming comments on behalf of the Board. Trustees Jay, Whitt, Wright and Student Trustee Hoang were also in attendance. During my opening remarks, in addition to introducing myself to the audience, I referenced the "Mindset List" <http://themindsetlist.com/2017/08/beloit-college-mindset-list-class-2021/> to illustrate the world-view of entering first year college students and the challenges of meeting state-wide community college goals for 2022.

Economic Impact Report

2018-19 Budget: We have finalized the Adopted Budget for 2018-19. In total for all funds, we are budgeting \$457 million in revenues and \$709 million in expenditures, resulting in projected ending fund balances of \$219 million. Looking at the Unrestricted General Fund only, we ended the fiscal year, 2017-18, in a better position than anticipated which left us with an ending fund balance totaling \$61 million, about \$5 million more than we had originally budgeted. Moving into 2018-19, we are budgeting revenues for the Unrestricted General Fund totaling \$267 million and expenditures totaling \$287 million. The excess of expenditures over revenues of \$20 million is due to the anticipated spend down of reserves in order to meet our operating costs by all entities.

ATEP

We accomplished a huge milestone with the City of Tustin in getting their approval to move forward with ground lease negotiations for one of the prospective tenants. We will continue to work directly with the prospective tenant on negotiating the ground lease language and awaiting their proposed site plan. Both of these items will likely take several months before anything is ready to bring forward to the Board for approval but it is encouraging that we are moving forward.

Board Policies and Administrative Regulations

We held our first BPARC meeting on August 24, 2018. We have established a very ambitious agenda for the year whereby we are hoping to review and/or update all Board Policies and Administrative Regulations that haven't been looked at for over 5 years. We are working diligently to review the backlog of 131 policies falling into these criteria. As a result, you can expect to see Board Policies on almost every Board agenda this upcoming year.

CSEA Contract Changes

The Vice Chancellor of Human Resources and the Executive Director of Human Resources have begun mandatory training sessions for all management team members. The most recent are an information session on the **CSEA Contract Changes** and a comprehensive training session titled **Managing for Success**. The sessions were offered at Saddleback College on July 27th and will be offered at Irvine Valley College on August 29th.



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 August 27, 2018 Board of Trustees Meeting

Fall Semester Kicks Off with Professional Development Week

Saddleback College's professional development week was once again a success. Thank you to faculty in-service coordinator Deanna Valdez for her work in organizing the week.

Interim President Buysse welcomed full-time faculty to a breakfast on Wednesday, August 15th, and part-time faculty to a dinner on Thursday, August 16th, where his presentation focused on planning, specifically the educational master plan. Additionally, Vice President for Student Services Juan Avalos presented on the college's Promise Program, Vice President for Instruction Tram Vo-Kumamoto spoke about Saddleback Pathways, and Dean of Counseling Services Penny Skaff presented information on the Path to English and Math Completion.

Promise Program Launches with Meet and Greet Reception for Students

Saddleback College celebrated the launch of its Promise Program on August 6th at a kick-off meet and greet reception for the more than 260 students in the new program, which covers two years of registration fees and textbook costs for eligible first-time college students.

The event included a panel of current Saddleback College students, information from academic programs and student services, a session for parents, and opportunities for the Promise Program students to connect with their fellow students and Promise Program Success Coach.

Acceptance into the Promise Program requires that students enroll in at least 15 units in the fall and spring semesters, enroll in math and English each semester, register for a supervised tutoring course, and earn a minimum grade point average of 2.0. Students who were enrolled in a college success class during their senior year of high school in the Saddleback Valley Unified School District and Capistrano Unified School District were invited to apply to the program. A Promise Program Success Coach is available to students to help them access college-wide support services.

50th Anniversary Celebration Update

A celebration including a free barbeque for students, faculty, and staff will be held September 24th from 10:00 am to 2:00 pm on the quad. Divisions, departments, and student organizations are being asked to host booths with engaging activities. One hundred forty-five retired faculty and staff have been invited to attend the celebration. President Buysse will host a luncheon for visiting original faculty. For evening students and faculty, there will be cupcake kiosks in five locations on campus.

The Saddleback.edu/50th website is live. It features a calendar and an opportunity for students, staff,

and faculty to submit their Saddleback story. These stories will be screened, edited if necessary and shared on social media and posted on the website.

One Book, One College

We are excited to be kicking off our 4th annual One Book, One College common reading program. This year's selection is *Beautiful Boy: A Father's Journey Through His Son's Addiction* by David Sheff. The book will be used in classes and activities across the campus in the spring 2019 semester, culminating with a visit by the author on May 1st in McKinney Theatre.

Adult Education High School Equivalency Scholar Award Ceremony

The inaugural High School Equivalency (HSE) Scholar Award Ceremony of the college's adult education program took place on Saturday, August 18th in the Student Services Center. More than 45 HSE scholars were recognized. Saddleback College Counselor Jesus Montoya delivered the keynote address, and success stories were shared by HSE scholars Rosa Maria Castro and Gabriela Hernandez. HSE Scholars are students 18 years of age and over who have completed High School Equivalency preparation classes through Saddleback Adult Education and have taken and passed the HiSET® battery of tests, earning their HSE Certificate from the State of California. The HSE Scholar Award program emphasizes the Adult Education pathway to pursuing a degree or certificate at Saddleback College. HSE students proudly represent the south Orange County communities we serve.

Community Education Update

Saddleback Community Education's College for Kids, Junior Gauchos Swim, and CUSD Summer Experience served more than 4,000 registrants this summer. College for Kids gives children and teens a taste of the college experience, with 146 on-campus academic, active, enrichment, and STEM classes offering an array of fun and excitement, including its acclaimed Junior Gauchos swim program.

New this summer was Saddleback Community Education's partnership program, The EDGE. These academic programs, offered both at Saddleback College and Ladera Ranch Middle School, feature classes in math, reading, and writing that closely align and support the core curriculum taught at middle and high schools. Exciting activities, academic rigor, and creative lessons equip students with the essential confidence and skills to achieve their full potential. In addition, the CUSD Summer Experience, a nine-week program presented in partnership with Capistrano Unified School District, provided nearly 750 registrants from five to 14 years of age with a variety of classes in science, sports, academic enrichment, and more.

Upcoming Events

President's Classified Staff Luncheon: Friday, September 14, 11:30 am to 1:30 pm

Homecoming Football Game vs. Mt. San Antonio College: Saturday, September 29, 6:00 pm

Respectfully Submitted,




Jim Buysse
Interim President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President 

DATE: August 16, 2018

SUBJECT: President's Report for the August 27, 2018 Board of Trustees Meeting

AACC President's Academy Summer Institute

On July 21-24, President Roquemore attended the AACC Presidents Academy Summer Institute (PASI) in Dana Point. This annual professional development program for CEOs and presidents of member community colleges provides intensive focus on current challenges, emerging trends, and opportunities unique to this position. The three-day institute focused on issues of critical importance to success in the role of the community college president, providing a mix of content experts and interaction around related case studies that result in the development and acquisition of ready-to-use skill sets that participants can apply back at their respective campuses. The institute also provided opportunities for newer presidents to develop mentor-mentee relationships with more seasoned presidents, focusing on immediate challenges and opportunities that these presidents are facing on their campuses.

Summer Bridge Students Visit the Getty Center

On July 20, 72 incoming freshman students enrolled in the Summer Bridge Program visited the Getty Center for a field trip sponsored by a Southern California Edison grant. The students enrolled in the Summer Bridge Program took two skill-based classes including Counseling 10 to develop study skills, and Communication 1, where they worked on collaboration and public speaking. The field trip served as a team building exercise and gave the students a shared experience for the speeches they recited in class. Students took notes of the lectures from the docents and professors who provided lessons on the modernist structures and living sculptures of the gardens. Following the field trip, students gave "impromptu" speeches on everything from the unique architecture, gardens, and art. Summer Bridge Program Coordinator Mark Franco said, "The students involved in the program have been introduced to many services on campus including presentations from the Library, on Title IX, the Health and Wellness Center, the Financial Aid Office, the Office of Student Life and Equity Programs, and SchoolsFirst Credit Union. All students in the program were provided bus passes, academic advising, and other support services. This year marks the fifth year of the Summer Bridge Program preparing incoming freshman students for college courses.

Student Ambassador Leadership Institute

On August 6-7, the 26 student ambassadors accepted into the 2018-2019 Student Ambassador Program participated in the Student Ambassadors Leadership Institute. Vice President for Student Services Linda Fontanilla; Assistant Dean, Financial Aid and Student Support Programs Ken Lira; and their staff members Angela Mahaney, Maria Nunez, and Desiree Ortiz organized and led the workshops for the ambassadors. Omar Rodriguez, IVC student ambassador alum and recent University of California, Irvine (UCI) graduate provided a special welcome to incoming ambassadors from a student ambassador perspective. The ambassadors received detailed information about program expectations, an overview of board policies, and learned about the various campus departments and schools from department representatives.

Exchange Club of Tustin Supports IVC Veterans

On July 21, President Roquemore sponsored a table at the Exchange Club of Tustin's T-Town Hoedown. Assistant Dean of Health, Wellness and Veterans Nancy Montgomery and student veterans also attended the event and purchased a table through their Family Pact money. The event made a strong effort to support veterans. The Exchange Club of Tustin President Randi Bernstein presented the IVC Veterans Services Center with a check in the amount of \$13,000 raised from the event to support the creation of backpacks filled with school supplies for veteran students.

President Roquemore Named 2018 Community Leadership Honoree

On August 23, President Roquemore was honored with the 2018 Community Leadership Award by the Black Chamber of Commerce of Orange County. The award is given to individuals in the Southern California community who have demonstrated outstanding leadership in promoting and enhancing the quality of life for African Americans and other minorities. The Board of Directors presented President Roquemore with the award at a celebratory event held at the City National Grove of Anaheim for his significant impact and positive influence on the African American and minority business and education communities in Orange County.

IVC President's Fall 2018 Opening Session

On August 16, President Roquemore hosted his annual fall opening session as part of the Faculty Professional Development Week. After a welcome breakfast, President Roquemore spoke about the vision for the future, funding and other college and state initiatives. The morning session included a panel on Guided Pathways presented by the Guided Pathways coordinators Roopa Mathur, Brent Monte and Rebecca Kaminsky. A second panel discussion provided an update on AB 705 and was led by Dean of Enrollment Services Arleen Elseroad and Counselor Angel Hernandez. Doug Shupe, senior public affairs specialist at the Automobile Club of Southern California spoke about the dangers associated with distracted driving and texting while driving, and invited members of the college community to join the Automobile Club of Southern California's pledge against distracted driving practices.

IVC Vice President for Student Services Appointed to California's IEPI

Vice President for Student Services Linda Fontanilla has been appointed to the Institutional Effectiveness Partnership Initiative (IEPI) advisory committee for the 2018-2019 academic year. The IEPI is a statewide collaborative effort to help advance the effective practices of the California Community Colleges, while enhancing the system's ability to serve its students effectively and improve student success in measurable ways. On July 26, Dr. Fontanilla attended the advisory committee meeting in Sacramento to discuss ongoing initiatives and action plans for the upcoming year.

IVC Participates in UCI STEM INCLUDES Conference 2018

On July 30, UCI hosted a one-day conference to discuss the topic: Inclusion in Science, Technology, Engineering, and Mathematics (STEM): Gateway Course Transformation to Improve Student Success. In conjunction with the University of California Davis, University of California San Diego, the John N. Gardner Institute for Excellence in Undergraduate Education, and representatives from various UC, Cal State and community colleges, UCI offered a forum to discuss current gateway course transformation efforts in STEM disciplines, as well as generated recommendations for improving student outcomes in such courses at both two- and four-year institutions. IVC Director of Research, Planning and Accreditation Loris Fagioli spoke at the conference, providing the community college perspective. IVC alum and UCI undergraduate student Fernando Kawall offered a student perspective to the STEM discussion. Representatives from IVC's Associated Student Government (ASG) participated in the conference, including incoming ASG President Matthew Rosborough, past ASG President Samantha Zan, and Jonathan Wang.



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: Matthew Rosborough, President *MR*
Associated Student Government (ASG) of Irvine Valley College (IVC)

DATE: August 16, 2018

SUBJECT: ASG of IVC Report for August 27, 2018 Board of Trustees Meeting

C100 Relocation

We are excited to announce the Offices of Equity and Student Life Programs has officially opened in the C100 building as of July 23. ASG of IVC is grateful to the dedicated efforts of both staff and students in facilitating the moving process and welcoming the program to an exciting new location. This space offers an invigorating opportunity for the development and service to the student body.

ASG President Orientation

On July 12, the ASG President met with members of the IVC faculty and administration to discuss the incoming role of presidency and ASG's involvement in campus shared governance. Discussions with President Glenn Roquemore, Vice President for Student Services Linda Fontanilla, Vice President for College Administrative Services Davit Khachtryan, and the Public Information department, helped familiarize the ASG President with the expectations of the working relationship. There were constructive conversations regarding job responsibilities, shared goals, and plans for joint initiatives that will ensure another productive year of campus cooperation.

ASG of Saddleback and IVC Initiatives

This past month the ASG President has met with ASG of Saddleback President Perry Mead and Student Trustee Evelyn Hoang to discuss prevalent issues affecting both campuses. There is a rising need for affordable housing amidst financial and food insecurities. We are aiming to work with city and district officials to discuss affordable housing for this sizeable student demographic. The success of IVC's food resource center and Saddleback's research into this issue has initiated the urgent need for action to help provide assistance to disadvantaged students. We have also discussed the possibility of providing financial support to both IVC and Saddleback president and vice president positions. This is so that anyone elected in these positions would be able to serve regardless of their financial circumstances.

Budget Reconciliations

There have been recent changes in the ASIVC beginning budget balance. We are in the process of re-adjusting funding to various departments and establishing more effective guidelines for allocation procedures. The ASG President is drafting by-laws to delineate proper spending and reporting of funds by department in order to promote more effectual usage. Following this past year's ambiguity over limitations to funding and proper accountability measures, we hope to introduce a more explicitly understandable system.

ASG Summer Training

We are also finalizing agendas for the upcoming ASG of IVC summer training and Laser Week events. The preceding events took place from August 6 - 17. Currently we are working to fill executive and senate position vacancies in order to train a full slate of officers for the fall. In addition, we are hoping to engage students in an interactive learning experience of ASG of IVC's upcoming initiatives and responsibilities for their positions. We project the mentorship from returning student leaders, dynamic team-building exercises, and eager initiative will set ASG of IVC on course for a successful year.