

Meeting of the Board of Trustees

August 31, 2020

CALL TO ORDER: 5:00 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The August 31, 2020 Board Meeting will be conducted telephonically.

The closed session and regular session meeting will consist of two locations. The South Orange County Community College District Board of Trustees will participate via teleconference pursuant to Executive Order N-29-20 and N-35-20 issued by Governor Newsom on March 12 and March 21, 2020 respectively.

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, August 31, 2020.

Primary Location: Saddleback College, Health Sciences/District Offices Building, Chancellor's Conference Room, HS 324, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

Teleconferencing Location: via Zoom Videoconferencing at https://socccd.zoom.us/j/91966294447?pwd=bDlzQ0ZJMzNkZS9sUFpDRmhxR0N3dz09

Meeting ID: 919 6629 4447

Meeting Passcode: 141781

This agenda is available on the SOCCCD website at www.socccd.edu

Consistent with the provisions of the Executive Order N-29-20 and N-35-20, the above-noticed meeting of the Board of Trustees shall take place as follows:

- 1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
- Members of the public may participate via Zoom Videoconferencing using the link above or by calling in to the meeting at (888) 788-0099 (Toll Free) or (877) 853-5247 (Toll Free) Meeting ID: 919 6629 4447, Passcode: 141781
- 3. Members of the public wishing to comment on an agenda item or another

topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: <u>ggarcia@socccd.edu</u>. All public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF AUGUST 31, 2020**. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

American with Disabilities Act (ADA)

It is the policy of the SOCCCD to fully comply with the requirements of the Americans with Disabilities Act. Consistent with that policy, the facilities where this event will be held are wheelchair accessible. Upon request, this announcement and the agenda or program for the event and any related materials, will be provided in alternative formats (such as large print, braille or accessible electronic text). If you need such materials or other disability accommodations (such as a translator) or more information, please contact the Office of the Chancellor at (949) 582-4840 at least 48 hours before the scheduled event.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Roll Call Establishment of Quorum

Trustee T.J. Prendergast, Board President Trustee Tim Jemal, Vice President Trustee James Wright, Clerk of the Board Trustee Barbara Jay, Member Trustee David Lang, Member Trustee Marcia Milchiker, Member Trustee Terri Whitt Rydell, Member Student Trustee Ethan Manafi

1.3 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 submit your request via email prior to the start of closed session. 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 and 594954.5)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR
- B. Classified School Employees Association (CSEA) Agency Designated Negotiator: Kim Widdes, Acting Vice Chancellor - HR
- C. Police Officers Association (POA) Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
- 1.5 Conference with Real Property Negotiators (Government Code Section 54956.8)
 - A. Exchange of Property

Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), Andrew Bernstein, Jackson Tidus, (District Real Estate Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Lease of Property by District: Approximately 20.8 acres of real property located at 1610 Valencia Ave. and 1602 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Advantech Corporation and Southern California University of Health Sciences

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)(3) Significant exposure to litigation: 1 potential case
 - 1. Saddleback Stadium and Athletic Fields Project
 - Existing Litigation (Government Code Section 54956.9 (d)(1)
 1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 **Invocation** Led by Trustee T.J. Prendergast
- 2.3 **Pledge of Allegiance** Led by Trustee Terri Whitt Rydell

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 submit your request via email prior to the beginning of open session. Speakers are limited to <u>two</u> minutes each.

3.0 <u>REPORTS</u>

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

- A. Board Reports
 - B. Student Trustee
 - C. Associated Student Government Reports
 - D. Saddleback College Academic Senate
 - E. Irvine Valley College Academic Senate
 - F. Faculty Association
 - G. Irvine Valley College Classified Senate
- H. Saddleback College Classified Senate
- I. California School Employees Association
- J. Police Officers Association
- K. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: BoardDocs Overview Presentation

A brief overview on the newly acquired electronic agenda system will be provided by a BoardDocs representative.

4.2 **SOCCCD:** Return to Work Guidelines and Equity Work Presentation

Presentation to the Board of Trustees regarding information on the start of the fall 2020 semester with details about the Return to Work Guidelines as well as Diversity, Equity and Inclusion resources for employees, and a program mainly geared toward students "The My Choice First Name" program.

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 a Regular Meeting held virtually on July 20, 2020.

5.2 **SOCCCD: Trustees' Requests for Attending Conferences** Approve/Ratify Trustees' requests for attending conference(s)

5.3 SOCCCD: Board Policy and Administrative Regulation Conversion to Community College League of California Categorization and Numerical System

Approve the conversion to the Community College League of California categorization and numerical system for Board Policies and Administrative

Regulations

5.4 Saddleback College and Irvine Valley College: Speakers

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

5.5 SOCCCD: Authorize the Purchase of Ergonomic Furniture and Accessories, Humanscale Corporation

Approve California Multiple Award Schedule Contract No. 4-13-71-0095B and all future approved supplements and/or amendments as awarded to Humanscale Corporation for the purchase of ergonomic furniture and accessories, Humanscale Corporation.

5.6 SOCCCD: Adopt Resolution No. 20-22, Authorizing the Purchase of Lockers, Shelving and Educational Furniture through the Los Angeles Community College District Master Agreement 40481 with Wenger Corporation

Approve Los Angeles Community College District Master Agreement 40481 with Wenger Corporation and all future approved supplements and/or amendments as awarded to Wenger Corporation for the purchase of lockers, shelving, and educational furniture for an active term through August 7, 2024.

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

Approve the use of the identified FCCC/CSU/UC contracts to purchase equipment, software, hardware, maintenance, furniture, fixtures, materials, supplies, and services to support instruction, technology, custodial, maintenance, facilities, operations, office, and miscellaneous areas. The approval to utilize the contracts applies to purchases made within the term of the agreements and is contingent upon the availability of funds for each purchase.

5.8 SOCCCD: Budget Amendment: Adopt Resolution No. 20-20 to Amend FY 2019-2020 Adopted Budget Adopt Resolution No. 20 20 to amond the EX 2010 2020 Adopted

Adopt Resolution No. 20-20 to amend the FY 2019-2020 Adopted Budget as listed.

- 5.9 SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-21 to Approve FY 2019-2020 Budget Transfers Adopt Resolution No. 20-21 to approve the transfer of budget appropriations as listed.
- 5.10 **SOCCCD: Change Orders and Amendments** Ratify the amendments/change orders as listed.
- 5.11 **SOCCCD: Purchase Orders and Checks** Ratify the purchase orders and checks as listed.

5.12 **SOCCCD: Contracts** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD (Irvine Valley College) Renewal of Capistrano Unified School District (CUSD), College and Career Access Pathway (CCAP), 2020-2023 Approve the Dual Enrollment, SOCCCD (Irvine Valley College) and CUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.
- 6.2 SOCCCD (Irvine Valley College) Renewal of Irvine Unified School District (IUSD), College and Career Access Pathway (CCAP), 2020-2023 Approve the Dual Enrollment, SOCCCD (Irvine Valley College) and IUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.
- 6.3 SOCCCD (Irvine Valley College)-Tustin Unified School District (TUSD), College and Career Access Pathway (CCAP), 2020-2023 Approve the Dual Enrollment, SOCCCD (Irvine Valley College) and TUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.
- 6.4 SOCCCD: Saddleback College Veteran's Center Improvements Project, Award of Bid No. 2096, JR Universal Construction, Inc.

Approve awarding Bid No. 2096, Saddleback College Veteran's Center Improvements project and approve the agreement with JR Universal Construction, Inc., in the amount of \$394,586 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

6.5 SOCCCD: Parking Fees

Approve forgoing parking fees charged to students and employees for fall 2020 and to pro-rate by one-half the parking fees for employees for spring 2021. The Chancellor further recommends that the Board of Trustees approve forgoing parking fees charged to students and employees for spring 2021 if the campuses remain closed due to the COVID-19 pandemic.

6.6 SOCCCD: COVID-19 Response Block Grant Allocation

Accept the allocation of \$2,888,873 for the COVID-19 Response Block Grant.

6.7 SOCCCD: Acceptance of State-Supplied Donation of Personal Protective Equipment

Acknowledge receipt and accept the state provided donation of Personal Protective Equipment.

- 6.8 SOCCCD: Board Policy Revision: BP-6115 Community Education Programs, BP-6140 College Speakers Approve the board policies as listed.
- 6.9 SOCCCD: Health Sciences Program Agreement between The Regents of the University of California and South Orange County Community College District and Addendum to the Health Sciences Program Agreement -COVID-19 Acknowledgment for On-site Students The Chancellor requests direction from the Board of Trustees on whether the Board of Trustees is willing to accept the liability imposed upon the District with the attached Agreement and Addendum. If the Board of Trustees is willing to accept the liability, the Chancellor requests authorization for the Chancellor, the Vice Chancellor of Business Services or designee to enter and execute the Health Sciences Program Agreement with The Regents of the University of California on behalf of University of California, Irvine, School of Medicine and the Addendum to the Health Sciences Program Agreement for the COVID-19 Acknowledgment for On-Site Students.

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

Ratify New Personnel Actions Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Additional Compensation: Restricted Funds, Resignation/Retirement/ Conclusion of Employment, Reorganization/Reclassification.

6.11 SOCCCD: Classified Personnel Actions – Regular Items

Ratify New Personnel Appointments, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year for Classified Positions, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours per Fiscal Year), Out of Class Assignments for Positions that are Temporarily Available due to Leaves of Absences, etc. Resignation/Retirement/Conclusion of Employment.

- 6.12 **SOCCCD: Non-Bargaining Unit Personnel Action Regular Items** Ratify New Personnel Appointments, Volunteers.
- 6.13 SOCCCD: SOCCCD Faculty Association (FA) Memorandum of Understanding for Novel Coronavirus (COVID-19) – AY 2020 - 2021 Approve Memorandum of Understanding with FA.
- 6.14 **SOCCCD: Sabbatical Leave Revision** Approve Revision of Sabbatical Leave previously approved by the Board.

6.15 **SOCCCD: Sabbatical Leave Rescindment** Approve Rescindment of Sabbatical Leaves previously approved by the Board.

7.0 <u>REPORTS</u>

- 7.1 SOCCCD: Staff Response to Public Comments from Previous Board Meeting None
- 7.2 **SOCCCD: Facilities Plan Status Report** Status report of current construction projects.
- 7.3 **SOCCCD: CARES Act Funding Monthly Summary** Cumulative summary of the funds awarded and spent as of July 31, 2020 is provided.
- 7.4 **SOCCCD: COVID-19 Response Block Grant Monthly Summary** Cumulative summary of the funds awarded and spent as of July 31, 2020 is provided.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund.** Report for period ending June 30, 2020.
- 7.6 **SOCCCD: Basic Aid Report** Report for period ending June 30, 2020.
- 7.7 **SOCCCD: Quarterly Investment Report** Report for period June 30, 2020.
- 7.8 **SOCCCD: Pension Stabilization Trust Fund** Report for period ending June 30, 2020.

8.0 WRITTEN REPORTS FROM ADMINISTRATION

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

- A. Chancellor
- B. Irvine Valley College President
- C. Saddleback College President
- E. CSEA President

9.0 ADDITIONAL ITEMS

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

ITEM: 4.1 DATE: 8/31/20

BACKGROUND

The SOCCCD recently acquired BoardDocs for online board agenda management. BoardDocs is an online software tool for eGovernance that is designed to be cost effective and environmentally sound. It will increase transparency and drastically reduce the manual preparation of board agendas. BoardDoc's paperless services will be used to improve the way board packets are created and managed, increase the ease of access to information and improve the efficiency with which meetings can be conducted.

Board Docs provides a means of immediately publishing and revising agenda items, support documents, and other Board information via the internet. The implementation of hosting an online agenda and meeting will greatly improve communication to the community, faculty, staff and students. The new system will also provide a searchable and historical record for the district.

The District plans to transition to the BoardDocs system for board meetings beginning with the November, 2020 meeting.

A general training session to help trustees make full use of the features available will be provided at a future date. Board members will be trained on topics such as viewing agendas, accessing documents in the packet, viewing policies, searching documents, and annotating agenda items with private notes.

<u>STATUS</u>

Kristin Forsberg, BoardDocs representative, will provide a brief overview of the new agenda management system.



Diligent brings Modern Governance to the public sector Page 2 of 14





54 CCLC Districts use BoardDocs 4,000+ clients

Diligent and its family of brands are trusted globally by:

- 16,000 organizations
- 650,000 administrators and board members



Current Problems

- Searchability
- Policy Management
- Committees managed separately in SharePoint
- No digital workflow/approval for various departments
- Manual minutes process
- Inefficient for administrators



How BoardDocs Solves these Problems

- Searchability Fully searchable, even within pdfs
- Policy Management Ability to manage active, draft, and retired policies in same system as agendas
- Committees managed separately in SharePoint Ability to manage all committees, and duplicate items from committees into board meeting agenda
- No digital workflow/approval for various departments Workflow / approval trees for various departments to submit and review agenda items within system
- Inefficient for administrator Easy to use, drag and drop / reorder items



Exhibit A Page 5 of 14

Board Member Experience



Auto-Email Notification when Meeting is Published

[BoardDocs] New Featured Meeting



BoardDocs Notification <noreply@boarddocs.co To Kristin Forsberg



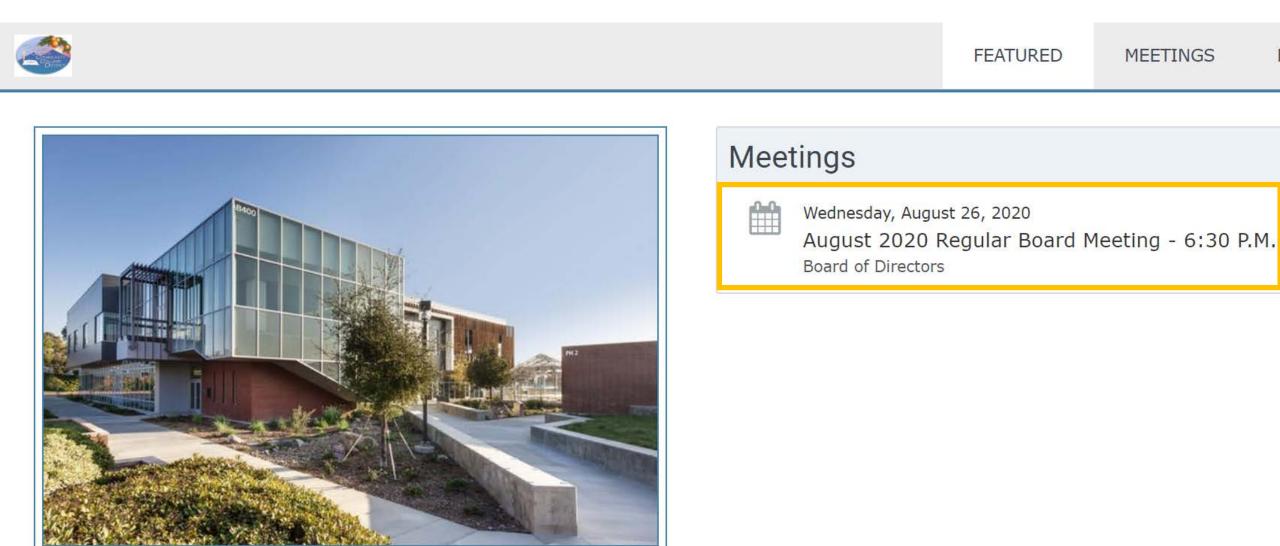
Dear Executive,

A meeting has been made current.

Meeting: June 2020 Regular Board Meeting Date: June 17, 2020 (Wednesday)

See the meeting by visiting this URL: https://go.boarddocs.com/demo/kf/Board.nsf/Private?open&login

Thank you, BoardDocs Notification Meetings on Home Page upon logging in. Committee meetings will be a dded based on user permissions.



BoardDocs, a Diligent Brand

Agenda on left, with details to the right. Ability to type text into platform and add attachments.

Q Search Agenda ≡	< >	
1. Announcement: Executive Order N-29-20 Teleconference Flexibility		
1.01 This meeting is being held pursuant to	Agenda	Item Details
the procedures established in Executive Order N-29-20 issued by California Governor Gavin	Meeting	Aug 26, 2020 - August 2020 Regular Board Meeting - 6:30 P.M.
Newsom on March 17, 2020, in response to COVID-19. All Board members may attend this	Category	Announcement: Executive Order N-29-20 Teleconference Flexibility
meeting by teleconference if they deem necessary. The Board meeting will be open and available to the public via online "live stream" for live viewing and submittal of public comments via instructions in Item 2.1	Subject	This meeting is being held pursuant to the procedures established in Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020, in response to COVID-19. All Board members may attend this meeting by teleconference if they deem necessary. The Board meeting will be open and available to the public via online "live stream" for live
2. Meeting Opening - 7:00 p.m.		viewing and submittal of public comments via instructions in Item 2.1
2.01 Call to Order/Pledge of	Access	Public
Allegiance/Moment of Silence/ Performance of the National Anthem by Mr. Moon	Туре	

Exhibit A Page 8 of 14 < > 🖶

Ability to add notes.



Exhibit A Page 9 of 14

BACKGROUND

On Friday, March 13, 2020 in Riverside County until A closure was extended until develop and implement pla enrichment learning to our students receive breakfast our school and district site district.

On March 17, 2020 Califori for K-12 schools to help ed by school closures, with an with disabilities.

A	nnotations			
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This guidance follows Governor Gavin Newsom's March 13 Executive Order, which ensured that schools continue to receive funding and outlined key efforts that

Other benefits

Option for goal tracking. Can be used for board goals, committee goals, building projects, or even accreditation standards.

Accreditation Standards

I: Mission, Academic Quality and Institutional Effectiveness, and Integrity / IA. Mission

I: Mission, Academic Quality and Institutional Effectiveness, and Integrity / IB. Assuring Academic Quality and Institutional Effectiveness

I. Mission, Academic Quality and Institutional Effectiveness, and Integrity / IC. Institutional Integrity

II: Student Learning Programs and Support Services / IIA. Instructional Programs

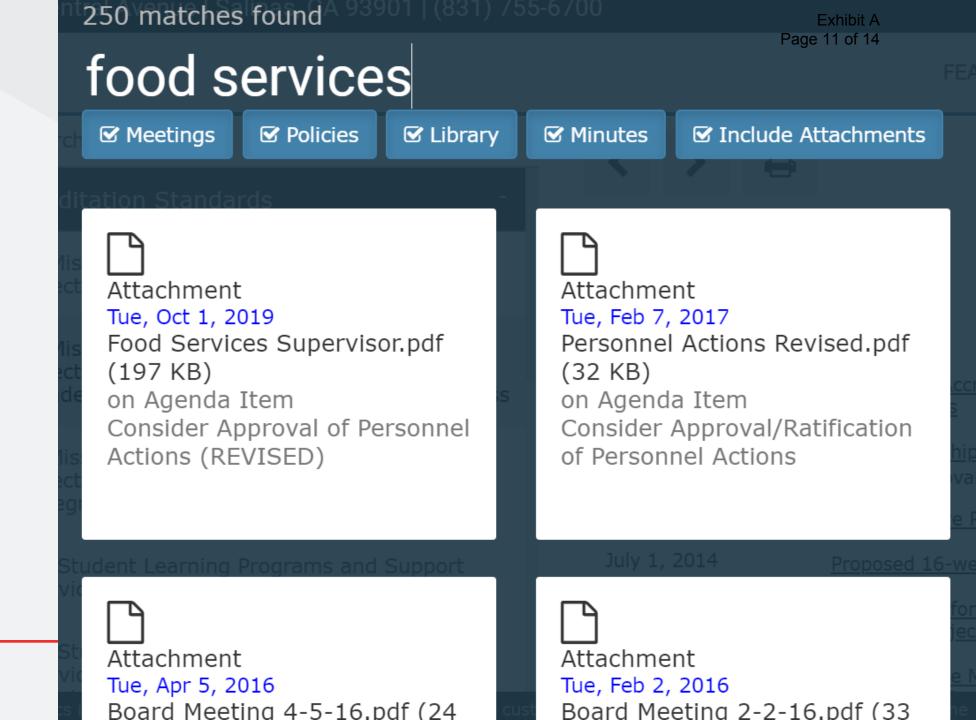
Goal Progress

Date	Name	Туре	Result
April 8, 2014	<u>Changes to Accreditation Standards and Eligibility</u> <u>Requirements</u>	Presentation	N/A
April 8, 2014	<u>FDA Partnership Agreement</u> Action: Approval of Consent Calendar	Action (Consent)	Motion Carries
May 6, 2014	Administrative Procedures	Information	N/A
July 1, 2014	Proposed 16-week Semester Calendar	Presentation	N/A
July 1, 2014	<u>Update on Information Technology "Spring</u> Forward" Proiect	Presentation	N/A



Other benefits

Fully Searchable



Policy Management

Book: Policies and Procedures \checkmark	< >	₽
Introduction +	Status	Active
Chapter 1 The District -	Legal	Education Code Section 72000(b)
	Adopted	September 9, 2013
1100 Board Policy (4/16) Cabrillo Community College District	Last Revised	April 5, 2016
1200 Board Policy (6/18) District Mission	The District has be	een named the Cabrillo Community College District.
Chapter 2 Board of Trustees +	The name is the property of the District. No person shall, without the permission of the Board, use this name or the names of any other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.	
Chapter 3 General Institution +		
Chapter 4 Academic Affairs +	The District consis	



Committee Management

Exhibit A Page 13 of 14

Academic Council Administrative Services Council (ASC) Auxiliary Services Advisory Council (ASC) Benefits Committee Board of Trustees Board OPEB Subcommittee Budget Committee College Planning Committee CTE Advisory Committees Curriculum Committee Distance Education Advisory Committee Facilities Planning Committee Faculty Senate FLEX Committee GOAL Board Meeting GOAL Steering Committee Meeting

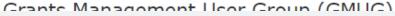




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Your contact at BoardDocs is Kristin Forsberg – please see contact details below.



KRISTIN FORSBERG Sales Advisor | BoardDocs

Direct: 865.789.4639 Email: <u>Kforsberg@diligent.com</u>



ITEM: 4.2 DATE: 8/31/20

TO:	Board of Trustees
FROM:	Kathleen F. Burke, Chancellor
RE:	SOCCCD: Return to Work Guidelines
ACTION:	Discussion/Presentation

BACKGROUND

Approaching the beginning of the fall 2020 semester in SOCCCD—staff, faculty and students have experienced the impacts associated with the uncertainties of a worldwide pandemic, economic hardships, and racial unrest. As a response, district and college staff have committed to the work of creating guidelines, protocols and programs to helps students and employees to be most productive and safe in the midst of these difficult times.

To help employees return to the campuses safely, Return to Work Guidelines were created through a collaborative and inclusive process with supported information from public health experts and authorities.

Additionally to address other social concerns existing in the current community environment, programs associated with diversity, equity and inclusion have been enhanced, updated, expanded and launched.

The presentation to the Board of Trustees will include information about the start of the fall 2020 semester with details about the Return to Work Guidelines as well as Diversity, Equity and Inclusion resources for employees, and a program mainly geared toward students "The My Choice First Name" program.

<u>STATUS</u>

The presentation to the Board of Trustees will include information about the start of the fall 2020 semester with details about the Return to Work Guidelines as well as Diversity, Equity and Inclusion resources for employees, and a program mainly geared toward students "The My Choice First Name" program.

South Orange County Community College District

EXHIBIT A

Return to Work GUIDELINES

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- **3** KEEPING EMPLOYEES SAFE
- 4 SYMPTOMS OF COVID-19
- 6 DAILY WELLNESS CHECK BEFORE REPORTING TO WORK
- **7** SOCIAL/PHYSICAL DISTANCING
- **9** FACE COVERINGS
- **12** SANITIZING AND HANDWASHING
- **14** ADDITIONAL GUIDELINES
- **15** MANAGEMENT RESPONSIBILITIES
- **16** EMPLOYEE RESPONSIBILITIES
- **18** SAFETY PRACTICES TRAINING FOR EMPLOYEES
- 20 MENTAL AND EMOTIONAL WELLBEING SUPPORT





Keeping Employees Safe

As we return to our campus workplaces, the South Orange County Community College District has comprehensively considered employee safety and health through the implementation of new protocols in our workplace. All employees are expected to commit to staying safe and healthy when reporting to work every day.

The District is following federal and county health and safety guidelines as well as guidance from the state. We have implemented practices for cleaning and social/physical distancing, among others, and will continue to modify these practices as the situation changes.

Every employee plays a key role in avoiding exposure and limiting infection!





Symptoms of COVID-19

Center for Disease Control (CDC) COVID-19 Symptom Guidelines:

Employees who have symptoms when they arrive at work, or become sick during the day, should immediately be sent home.

Employees with the following symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The above list does not include all possible symptoms. To learn more about symptoms, visit the **Center for Disease Control's (CDC) website**

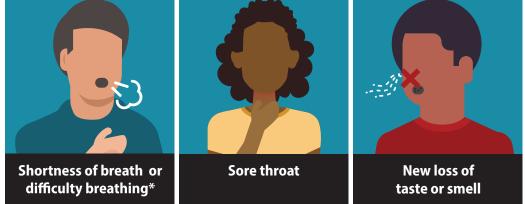
If you are sick or are experiencing any of the above symptoms, stay home and do not report to work.





Know the symptoms of COVID-19, which can include the following:





Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

*Seek medical care immediately if someone has emergency warning signs of COVID-19.

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion

- Inability to wake or stay awake
- Bluish lips or face

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.







Daily Wellness Check Before Reporting to Work

All employees must self-check daily for any symptoms of COVID-19 and perform a temperature check prior to leaving home and entering the workplace.

Answer all the following criteria pertaining to the last 24 hours. Do you have:

- Temperature above 100.4°F within the past 24 hours without the use of fever-reducing medications
- Cough
- · Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Sore throat
- New loss of smell/ taste

If you answered **YES** to any of the above, you will NOT be permitted to report to work until you have been free of symptoms for at least three days. Contact Human Resources and DO NOT come to campus.

In the past 14 days, have you had:

- Contact with an individual who has tested positive for COVID 19?
- Contact with an individual who is being tested to rule out COVID 19 or has been instructed to self-quarantine or self-isolate?

If you answered **YES** to either of the two questions above, contact Human Resources.

If you start feeling sick at any point during your shift, contact your supervisor and Human Resources IMMEDIATELY. If you have questions about your exposure, have a recorded temperature of greater than 100.4 degrees, or have any of the symptoms listed above, you should contact your medical provider for an assessment and COVID-19 testing. In the event of a positive test result, do not report to work, notify your supervisor and the following at your respective work location:

• Saddleback College/District Services

- o Dr. Jeanne Harris-Caldwell, Dean of Wellness, Social Services and Child Development Center
- 0 (949) 582-4606
- o jharriscaldwell@saddleback.edu

• Irvine Valley College/ATEP

- o Nancy Montgomery, Assistant Dean, Health, Wellness and Veterans Services
- o (949) 451-5221 or Video Phone (949) 333-0260
- o ivchealthcenter@ivc.edu



Social / Physical Distancing

Limiting face-to-face contact with others is the best way to reduce the spread of the Coronavirus Disease 2019 (COVID-19). Social distancing, also called "physical distancing," means keeping space between you and other people outside of your home. To practice social or physical distancing, stay at least six feet (about two arm lengths) from other people.

Know How the Virus Spreads

There is currently no vaccine to prevent COVID-19. The best way to prevent illness is to avoid being exposed to the virus. The virus is thought to spread mainly from person to person:

- Between people who are in close contact with one another (within about six feet).
- Through respiratory droplets produced when an infected person coughs, sneezes, talks, or sings.

These droplets can:

- Land in the mouths or noses of people who are nearby.
- Possibly be inhaled into the lungs.

Recent studies have suggested that COVID-19 is spread:

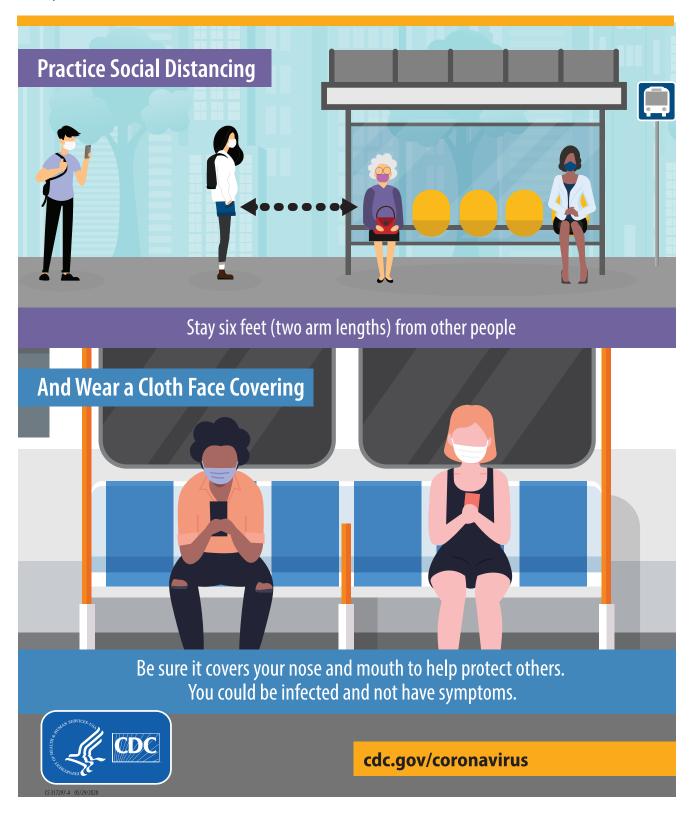
- By people who are infected but not yet showing symptoms.
- By young people who may have few or no symptoms.

Avoid Close Contact

- Remember that people without symptoms may be able to spread virus.
- Avoid close contact with people who are sick, even inside your home.
- If possible, maintain six feet between the person who is sick and other household members.
- Put distance between yourself and other people outside of your home.
- Avoid physical contact with others, such as shaking hands and/or hugging.



Help Protect Yourself and Others from COVID-19





Face Coverings

Face coverings are required at all times while on District property.

The only exceptions are:

- When you are in an enclosed office with no one else present; or
- When eating and/or drinking, but still maintaining social distancing of at least six feet from others.

Face coverings can come in many forms (N95, surgical masks, cloth, etc.). Guidelines specific to cloth face coverings are below.

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, buffs, T-shirts, sweatshirts, or towels.

They should:

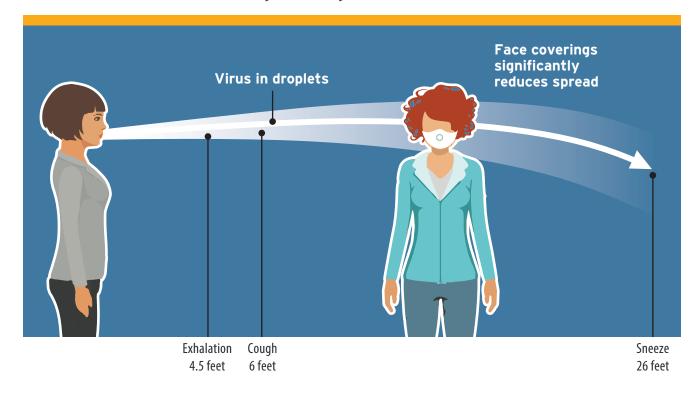
- Be able to be laundered and/or hand washed without damage or change to shape.
- Be washed daily.
- Include multiple layers of fabric.
- Fit snugly but comfortably against the side of the face.
- Be secured with ties or ear loops.
- Allow for breathing without restriction.
- Be removed carefully and hands should be washed after removal.



Cover Your Coughs and Sneezes

If you are around other people and do not have on your face covering, remember to always:

- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow and do not spit ever.
- Throw used tissues in the trash.
- After sneezing or coughing, immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.



How Far COVID-19 Droplets Spread Without a Face Cover



How to Wear and Take Off a Cloth Face Covering

WEAR YOUR FACE COVERING CORRECTLY

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- Do not place a mask on a child younger than two years old





USE THE FACE COVERING TO HELP PROTECT OTHERS

- Wear a face covering to help protect others in case you're infected but don't have symptoms
- Keep the covering on your face the entire time you're in public
- Don't put the covering around your neck or up on your forehead
- Don't touch the face covering, and, if you do, clean your hands

FOLLOW EVERYDAY HEALTH HABITS

- Stay at least 6 feet away from others
- Avoid contact with people who are sick
- Wash your hands often, with soap and water, for at least 20 seconds each time
- Use hand sanitizer if soap and water are not available





TAKE OFF YOUR CLOTH FACE COVERING CAREFULLY, WHEN YOU'RE HOME

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place covering in the washing machine
- Wash your hands with soap and water

Cloth face coverings are not surgical masks or N-95 respirators, both of which should be saved for health care workers and other medical first responders.

For instructions on making a cloth face covering, see:

cdc.gov/coronavirus



CS 316488A 06/10/2020

Sanitizing and Handwashing

Clean and Disinfect

- Clean AND disinfect frequently touched surfaces daily.
- Sanitizing should include tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

Germs are All Around Us



Stay Healthy - Sanitize Your Work Area



The Importance of Handwashing

Handwashing is one of the best ways to protect yourself and your family from getting sick. Learn when and how you should wash your hands to stay healthy. Washing hands can keep you healthy and prevent the spread of respiratory and diarrheal infections from one person to the next. You can help yourself and your coworkers stay healthy by washing your hands often, especially during these key times when you are likely to get and spread germs:

• After you have been in a public place and touched an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or

- electronic cashier registers/screens, etc.
- Before and after touching your eyes, nose, or mouth (because that's how germs enter bodies)
- Before, during, and after preparing food
- Before eating food
- After using the toilet or urinal
- After preparing or eating food and drinks
- After touching contaminated surfaces or objects
- After blowing your nose
- After coughing or sneezing into your bent arm and elbow

Follow these five steps every time you wash your hands:

1. Wet your hands with clean, running water (warm or cold), turn off the tap, and apply soap.

2. Lather your hands by rubbing them together with the soap. Lather the backs of your hands, between your fingers, and under your nails.

3. Scrub your hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.

4. Rinse your hands well under clean, running water.

5. Dry your hands using a clean towel or air dry them.



Handwashing Basics

Additional Guidelines

Shared Break Room and Kitchens

• Please follow the guidance posted in the location.

Restrooms

- Please follow the guidance posted in the location.
- Wash your hands thoroughly with soap and water afterward, to reduce potential transmission of the virus.

Conference Rooms

- Please follow the guidance posted in the location.
- Meetings should be held using the extensive range of available collaboration online tools (e.g. Zoom, Microsoft Teams, etc.). Conference calls by telephone are also a good option.
- In that convening in person in groups increases the risk of transmission, in-person meetings must be limited to two people per room, unless signage in the meeting room indicates it is approved for greater occupancy.
- In addition, meetings should only take place if individuals can maintain six feet of separation and all participants are wearing face coverings.
- Rooms should be arranged with visual markers to support physical distancing requirements (e.g. remove/rearrange chairs and tables and provide signage).

Use of Elevators

- Please follow the guidance posted in the location.
- No more than one person may use an elevator at a time.
- Avoid touching the elevator buttons with your exposed hands/fingers, if possible.
- Wash your hands or use hand sanitizer upon departing the elevator.
- Maintain the necessary six feet of separation when entering and departing the elevator.

Water Bottle Stations

• Use of personal water bottles to obtain water from a drinking fountain or refillable water bottle station is a better option than drinking water directly from fountain spigots.

Signage and Posters

• Building occupants are expected to follow signage on traffic flow through building entrances, exits, elevators, stairs, restrooms, and common use areas and walkways.



Management Responsibilities

The need to reduce the density and number of people on our campuses to meet physical distancing requirements will continue for some time. Increasing onsite occupancy will be tightly controlled and coordinated to mitigate potential risks for students, employees, and the communities we serve.

Managers must ensure that required physical distancing measures are in place to reduce population density within buildings and workspaces. Employees who can continue to work remotely to fulfill their work responsibilities should continue to do so in order to reduce the number of individuals in the workplace and the potential of spread of COVID-19. Any employee who needs to work on-site must be approved to do so by the Chancellor.



Employee Responsibilities

Adherence to the following guidelines will assure the ongoing safety and health of everyone in our college community. Each and every SOCCCD employee is expected to:

• **View/Read:** Prior to reporting on-site for the first time, read these guidelines and view the training videos that are available via Keenan Safe Colleges (see page 18).

- Self-Check: You must self-check daily for symptoms using the checklist provided in this guide.
 - o This is to be done each day prior to reporting to work.
 - o You must stay home if you are sick and inform your supervisor.
 - o Employees experiencing illness will utilize their available sick leave balances.
 - o If symptoms appear during the course of an on-site work day, you must notify your supervisor and return home immediately.
 - o Always keep Human Resources informed if you require an extended absence and complete the appropriate leave paperwork in a timely manner. This expectation applies whether you are working from home or on-site.
- **Communicate:** If you, or a member of your household, has contact with someone with COVID-19 or is experiencing symptoms of COVID-19, contact Human Resources.
- Social Distance: Maintain social distancing of at least six feet apart in the workplace.
- **Practice Safety:** Follow disinfecting product instructions when cleaning your work areas throughout the day and/or at the end of your shift. Employees are responsible for keeping their work areas clean via the products supplied to their departments.
- Hand Wash Frequently: Wash your hands frequently (at least once every few hours) and/or use hand sanitizer.
- **Travel:** If you are planning to travel out of state or out of the country, please notify your supervisor prior to your departure. When you return you may be required to self-quarantine for 14 days before being allowed to return to work.
- Cover: Sneeze or cough into your elbow and wash your hands afterward.
- Be Aware: Avoid touching your face, eyes, and mouth with hands.



Employee Responsibilities

- Face Covering: You must wear a face covering if you are not alone in an individual office, where you cannot socially distance, when entering/existing campus, and when traveling through hallways, in walkways, and leaving your office. Any area where social distancing might be questionable will require the use of a face covering.
- No Physical Contact: Do not shake hands or hug. Close contact spreads the virus.
- Avoid Sharing: Avoid using other employees' phones, desks, offices or other work tools and equipment, whenever possible. If spaces are shared, clean thoroughly between use and/or shifts.
- **Express Concerns:** Talk to your manager and Human Resources if you have concerns specific to your circumstances, such as a health condition that may place you, or someone in your household, at high risk.
- **Follow:** Follow all District policies and practices for the safety and health of everyone on campus.
- Ask Questions: Ask questions to ensure you understand what is expected of you. Reach out to your supervisor if you cannot find an answer.
- **Practice Kindness:** Understand that this is a unique and stressful time for everyone, and an extra bit of kindness right now can go a long way. Remember you are part of a community and we must treat our community members with compassion and kindness.



Safety Practices Training for Employees

As we continue to navigate working remotely, the District Office of Risk Management is pleased to offer the below additional resources:

Coronavirus Awareness

10 minutes; mandatory for Classified and Administrators; recommended for Faculty

The current Coronavirus outbreak, called COVID-19, has dominated the news cycle since late 2019, and it's normal and understandable to feel anxious about the recent spread of this disease. This course is designed to give a brief overview of the rise and nature of this new virus. Topics covered include symptoms and risk factors; what you can do to help reduce your chances of becoming infected; and where to find reliable news and information about the COVID-19 outbreak. The situation surrounding the COVID-19 pandemic is changing constantly, and the latest guidelines may vary state to state. Please refer to your local government resources, the Centers for Disease Control, and the World Health Organization (WHO) for the latest, up-to-date information.

Coronavirus Cleaning and Disinfecting Your Workplace

10 minutes; mandatory for Classified and Administrators; recommended for Faculty

Cleaning of visibly dirty surfaces followed by disinfection is a best practice measure for prevention of COVID-19 and other viral respiratory illnesses in community settings. This course will provide you with practical guidance from the Centers for Disease Control and Prevention (CDC) for cleaning and disinfecting rooms or areas where those with confirmed COVID-19 have visited. The situation surrounding the COVID-19 pandemic is changing constantly, and the latest guidelines may vary state to state. Please refer to your local government resources, the Centers for Disease Control, and the World Health Organization (WHO) for the latest, up-to-date information.

Coronavirus: Managing Stress and Anxiety

12 minutes; recommended for everyone

Crises such as the COVID-19 outbreak can certainly induce an incredible amount of worry and stress on anyone. Stress is our body's way of responding to physical, emotional, or mental demands, such as those imposed by COVID-19 pandemic. This course discusses signs and symptoms of stress and explains the physical and emotional effects of built up stress, such as anxiety. This course also discusses stress management techniques, treatment options, and lifestyle changes to help alleviate stress during such difficult times.



Safety Practices Training for Employees

Coronavirus: Preparing Your Household

9 minutes; recommended for everyone

A COVID-19 outbreak could last for a long time in your community. Creating a household plan can help protect your health and the health of those you care about in the event of an outbreak in your community. This interactive online course will provide you with practical guidance from the Centers for Disease Control and Prevention (CDC) to help you get your household ready for community transmission of the disease. The situation surrounding the COVID-19 pandemic is changing constantly, and the latest guidelines may vary state to state. Please refer to your local government resources, the Centers for Disease Control, and the World Health Organization (WHO) for the latest, up-to-date information.

To access any of the these courses:

- Please log in to Keenan SafeColleges here
- Your username is your employee ID number. When your name appears, please click on the "Log In" button.



- Click on the "View Library" button
- Click on the "Health" category
- Select your desired course

Should you have any questions regarding the above courses or experience any difficulties with logging on to Keenan SafeColleges, please contact the Office of Risk Management at riskmanagement@socccd.edu.



Mental and Emotional Wellbeing Support

It is recognized that COVID-19 may create stress from fear of infection, of becoming ill, of loved ones becoming ill, impacts on normal routines, including social distancing and financial insecurity. We, therefore, want to ensure that all employees are aware of the District's support resources, which include the following:

Employee Assistance Program (EAP) is confidential and open to all family members (see the flyer on the next page):

- Call 855.RSL.HELP
- Email rsli@acieap.com
- Download the myACI Benefits app



EXHIBIT A Page 21 of 21



ACI's Employee Assistance Program (EAP) provides professional and confidential services to help employees and family members address a variety of personal, family, life, and work-related issues.

Confidential and professional assessment and referral services for employees and their family members

EAP and Work-Life Benefits:

From the stress of everyday life to relationship issues or even workrelated concerns, the EAP can help with any issue affecting overall health, well-being and life management.

- Unlimited Telephonic Clinical Assessment and Referral
- Up to 3 Sessions of Professional Assessment for Employees and Family Members
- Unlimited Child Care and Elder Care Referrals
- Legal Consultation for Unlimited Number of Issues per Year
- Financial Consultation for Unlimited Number of Issues per Year
- Unlimited Pet Care Consultation
- Unlimited Education Referrals and Resources
- Unlimited Referrals and Resources for any Personal Service
- Unlimited Community-based Resource Referrals
- Online Legal Resource Center
- Affinity[™] Online Work-Life Website
- myACI App for Mobile Access
- Multicultural and Multilingual Providers Available Nationwide

EAP benefits are free of charge, 100% confidential, available to all family members regardless of location, and easily accessible through ACI's 24/7, live-answer, toll-free number.

EAP services are provided by ACI Specialty Benefits, under agreement with Reliance Standard Life Insurance Company.

Reliance Standard Life Insurance Company is licensed in all states (except New York), the District of Colombia, Puerto Rico, the U.S. Virgin Islands and Guam. In New York, insurance products and services are provided through First Reliance Standard Life Insurance Company, Home Office: New York, NY. Product availability and features may vary by state.

Additional Questions?

Contact Human Resources or contact ACI Specialty Benefits toll-free at

855-RSL-HELP (855-775-4357) rsli@acieap.com http://rsli.acieap.com



RELIANCE STANDARD

















EXHIBIT B Page 1 of 12

IVC ATEP

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Diversity, Equity, and Inclusion

Our Community is Better with You in It!

At the District, we understand that diversity makes us stronger. We value and respect faculty, staff, and students who embody different cultures, ages, religions, gender identities, sexual orientations, abilities, and life experiences. It is our belief that this breadth of human experience provides the foundation for rich educational experiences, as well as vibrant campus communities where each person feels a sense of belonging. A commitment to continuing to learn, grow, and improve is at the heart of our equity and inclusion values. We seek the advice of experts, relevant research, as well as community members' lived experience in our efforts to move our campuses toward even more safe and inclusive spaces. As new equity issues are identified, we challenge ourselves to respond with education, support, and institutional change for the betrement of all students.

The Picture of Progress Diversity, Equity, and Inclusion

In the South Orange County Community College District

SOCCCD Diversity, Equity and Inclusion

EXHIBIT B Page 2 of 12

• The South Orange County Community College District is committed to expanding our efforts to establish a strong culture of diversity, inclusion and compliance that promotes equity across the District.

On-Going Diversity, Equity and Inclusion Efforts

• Expanded the representation of the EEO Advisory Committee

- OImplicit Bias Training available to all employees and <u>required</u> for all hiring committee members
- OUpdated EEO, Diversity and Inclusion training for all hiring committee members
- O Hiring of the District's first Fellow for Equity and Inclusion Erin Pollard
- Newly created SOCCCD Diversity, Equity and Inclusion Webpage
- OLaunched First Name Campaign

Expanded EEO Committee

- Expansion of the EEO Plan Advisory Committee to include employees from more diverse backgrounds and experiences. The expansion of the team also included training for each member so that their input to the plan was informed by the purpose of working to diversify the workforce within SOCCCD.
- The 2019-2022 EEO Plan can be found on the District website: <u>http://www.socccd.edu/humanresources/documents/S</u>

OCCCDEEOPlan2019-2022_Finalversion2.0revised2.11.2020_001.pdf



South Orange County Community College District Equal Employment Opportunity Plan

2019-2022



Implicit Bias Training

- It is critically important to provide employees with the tools they need to address and eliminate biases in the workplace.
- Everyone is susceptible to implicit bias, which refers to the attitudes or stereotypes that affect our understanding, actions and decisions in an unconscious manner.
- The online video series accessed through Workday, explores the key characteristics of implicit bias, provides examples of implicit bias, as well as countermeasures to combat the negative effects of implicit bias in connection with the district's ongoing commitment to recruiting a diverse and talented workforce to serve our diverse campus communities.
- Implicit bias training is mandatory for anyone serving on a hiring committee and recommended for all others.



EXHIBIT B Page 6 of 12

Supporting LGBTQIA+

• The District supports and celebrates LGBTQIA+ students, faculty, and staff. In doing so we continue to look for ways in which we can better serve and support our LGBTQIA+ community.

Tools/Resources Added to the District Webpage:

- What does LGBTQIA+ mean?
- Resources to support LGBTQIA+ students, faculty, and staff
- Locations of all gender restrooms
- Information on how to be an **ally**
- Campus and community tools and resources



EXHIBIT B Page 7 of 12

District Fellow for Equity & Inclusion Erin Pollard (She, her, hers)

- Erin Pollard was hired to be the first ever District Fellow for Equity and Inclusion.
- Under her leadership several programs have launched and key tools and resources have been added to the District's Diversity, Equity & Inclusion website.



ERIN POLLARD, LMFT, LPCC

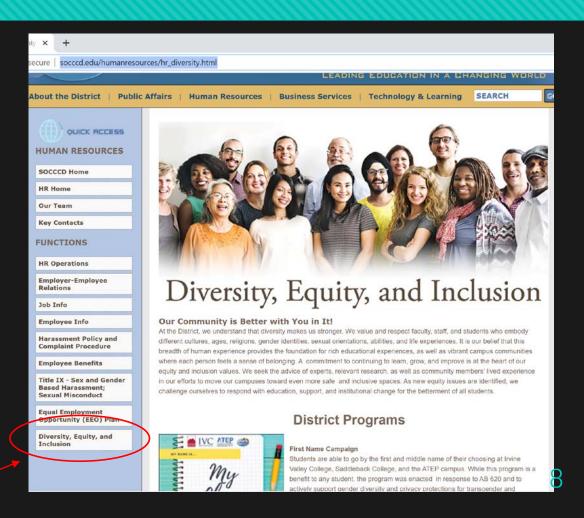
She, her, hers

Interim Manager of Student Equity, IVC District Fellow for Equity and Inclusion LGBTQ+ Campus Liaison Pride Scholars Coordinator



Update District Website

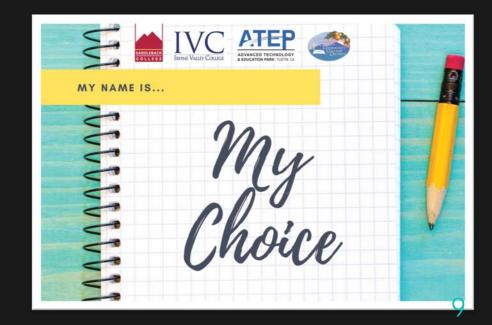
 In an effort to provide more information, resources, and tools to employees about the importance of addressing implicit bias, discrimination, or racism in the workplace, extensive updates have been made to the website. Employees and the public can now find a robust Diversity, Equity and Inclusion page available on the District website. Information can be found on the link below: http://www.socccd.edu/humanresources/hr diversity.html



Launch of First Name Campaign

YOU DON'T HAVE TO USE THE NAME YOU WERE BORN WITH. USE THE NAME YOU CHOOSE.

- O Months ago we presented to you that we were in the developmental stages of the Preferred Name Campaign. Since that time, we restructured the campaign and with the help of experts like Dr. Cindy Vyskocil and Erin Pollard, it evolved into the First Name Campaign.
- This program encourages equity by allowing students to enter a first and middle name of their choosing in our District systems. These names then can appear in most unofficial documents throughout the District like class rosters and student ID cards.



First Name Program Promotional Video

O To kick-off the campaign, we are proud to feature the video for viewing. Many thanks to all of the amazing students and staff who participated. <u>https://youtube/DEz2KuDptio</u>



Next Steps

 Addition of racial justice resources/tools to the Diversity and Inclusion Site

- Integration of personal pronoun options for students and employees
- Create a communication for new hires and current employees to highlight the District's Equity and Inclusion efforts
- Transitioning our data storage and reports to include a non-binary gender option for employees and students in alignment with SB 179

THANK YOU! For more information and resources:

• Our commitment to diversity, equity, and inclusion can be seen through on-campus programs as well as district services available to our students. Our mission is to remove barriers to academic success and promote engagement and achievement of academic goals for all students.

O District-wide Support

Equal Employment Opportunity Advisory Committee (EEO) Title IX

• Irvine Valley College

Irvine Valley College Office of Student Equity Irvine Valley College Disabled Students Programs & Services (DSPS) Extended Opportunity Programs & Services (EOPS) ELEVATE AAPI Program Additional Programs and Services Available to Students

• Saddleback College

Saddleback College Student Equity Saddleback College Disabled Students Programs and Services (DSPS) Extended Opportunity Programs & Services (EOPS) Additional Student Support Programs Available to Students

• Advanced Technology & Education Park (ATEP) Student Services at ATEP **EXHIBIT B**

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

July 20, 2020 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 20, 2020

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

Kathleen F. Burke, Chancellor Robert Bramucci, Vice Chancellor, Technology and Learning Services Ann-Marie Gabel, Vice Chancellor, Business Services Kim Widdes, Acting Vice Chancellor, Human Resources Elliot Stern, President Saddleback College Cindy Vyskocil, ActingPresident Irvine Valley College

CALL TO ORDER: 5:00 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The July 20, 2020 Board Meeting will be conducted telephonically.

The closed session and regular session meeting will consist of two locations. The South Orange County Community College District Board of Trustees will participate via teleconference pursuant to Executive Order N-29-20 and N-35-20 issued by Governor Newsom on March 12 and March 21, 2020 respectively.

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, July 20, 2020.

Primary Location: Saddleback College, Health Sciences/District Offices Building, Chancellor's Conference Room, HS 324, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

Teleconferencing Location: via Zoom Videoconferencing at https://socccd.zoom.us/j/93928216700?pwd=eGp2dTE4R1FiYm1USkFnWHI5WW5Ydz 09

Meeting ID: 939 2821 6700

Meeting Password: 696407

This agenda is available on the SOCCCD website at www.socccd.edu

Consistent with the provisions of the Executive Order N-29-20 and N-35-20, the abovenoticed meeting of the Board of Trustees shall take place as follows:

- 1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
- 2. Members of the public may participate via Zoom Videoconferencing using the link above or by calling in to the meeting at (877) 853-5247 (Toll Free) or (888) 788-0099 (Toll Free) Meeting ID: 939 2821 6700, Password: 696407
- 3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: ggarcia@socccd.edu. All public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: COMMENTS FOR THE MEETING OF JULY 20, 2020. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Roll Call Establishment of Quorum

Trustee T.J. Prendergast, Board President Trustee Tim Jemal, Vice President Trustee James Wright, Clerk of the Board Trustee Barbara Jay, Member Trustee David Lang, Member Trustee Marcia Milchiker, Member Trustee Terri Whitt Rydell, Member Student Trustee Ethan Manafi

1.3 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 submit your request via email prior to the start of closed session. Speakers are limited to two minutes each.

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.4 <u>Public Employee Employment, Evaluation of Performance, Discipline,</u> <u>Dismissal, Release (Government Code Section 54957 and 594954.5)</u>

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

1.5 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA)
- Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President IVCB. Classified School Employees Association (CSEA)
- Agency Designated Negotiator: Kim Widdes, Acting Vice Chancellor HR C. Police Officers Association (POA)
 - Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President IVC

1.6 <u>Conference with Real Property Negotiators (Government Code Section</u> 54956.8)

A. Exchange of Property

Agency Designated Negotiators: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller), Andrew Bernstein, Jackson Tidus, (District Real Estate Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Lease of Property by District: Approximately 20.8 acres of real property located at 1610 Valencia Ave. and 1602 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Advantech Corporation and Southern California University of Health Sciences

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

1.7 <u>Conference with Legal Counsel (Government Code Section 54956.9)</u>

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2).) Significant exposure to litigation: 1 potential case
- B. Existing Litigation (Government Code Section 54956.9 (d)(1).) 1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 5 to 1 vote with Trustee Jemal casting a negative vote and Trustee Whitt Rydell abstaining, the board, in closed session, voted to accept the administrative determination pursuant to Title 5 Section 59338.

- 2.2 Invocation Led by Trustee Marcia Milchiker
- 2.3 Pledge of Allegiance Led by Trustee T.J. Prendergast
- 2.4 Swearing In: Student Trustee Ethan Manafi Oath of Office to be administered by Board President, T.J. Prendergast

The board president advanced agenda items 2.5, 6.4 and 6.5 prior to administering the Oath of Office in order to approve the appointment of Student Trustee Manafi.

2.5 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please submit your request via email prior to the beginning of open session. Speakers are limited to two minutes each.

There were no public comments.

3.0 <u>REPORTS</u>

- 3.1 Oral Reports: Speakers are limited to two minutes each.
 - A. Board Reports
 - B. Student Trustee
 - C. Associated Student Government Reports

- D. Saddleback College Academic Senate
- E. Irvine Valley College Academic Senate
- F. Faculty Association
- G. Irvine Valley College Classified Senate
- H. Saddleback College Classified Senate
- I. California School Employees Association
- J. Police Officers Association
- K. Board Request(s) for Reports
 - 1. Trustee Jay has requested a report on the significant accomplishments of the district and both colleges for the past year.

The request for a board report was pulled from the agenda.

Item 3.1

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Facilities Master Plan for Irvine Valley College and Saddleback College

Staff and consultants will present a high-level overview of the complete 2020 Facilities Master Plan.

A General Action item appears at 6.1 for the Board to approve the Facilities Master Plans.

Item 4.1 Exhibit A

> 4.2 Irvine Valley College: Laser Technology Program Discontinuance Recommendation

The Laser Technology Program Discontinuance Recommendation by the IVC Academic Senate will be presented to the Board of Trustees.

A General Action items appear at 6.2 and 6.3 for the Board to approve the Discontinuance of the Laser Technology Program and to Donate Surplus Property to Pasadena Community College District.

Item 4.2 Exhibit A

Trustee Prendergast requested to remove item 5.2, Trustee Jemal requested to remove item 5.6, and Trustee Wright requested to remove item 5.11 from the consent calendar for separate discussion and action.

On a motion made by Trustee Lang and seconded by Trustee Wright, the balance of the consent calendar was approved on a unanimous roll call vote.

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 a Regular Meeting held virtually on June 22, 2020.

Item 5.1 Exhibit A

> 5.2 SOCCCD: Resolution Resolution establishing orders for student participation in onsite instructional laboratories and activities and student support services during the 2020-2021 academic year.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

Item 5.2 Exhibit A

At 8:48 p.m., a motion was made by Trustee Jemal and seconded by Trustee Lang to recess the meeting for 10 minutes and to extend the meeting to 10 p.m. The motion was approved on a unanimous roll call vote.

5.3 SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, Fall 2020- Addendum Approve the Dual Enrollment, SOCCCD (Saddleback College) – Capistrano Unified School District College & Career Access Pathways Partnership Agreement Addendum for the fall 2020 term and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

<u>Item 5.3</u> Exhibit A

> 5.4 SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Saddleback Valley Unified School District, College and Career Access Pathways Partnership Agreement, Fall 2020- Addendum Approve the Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District College & Career Access Pathways Partnership Agreement Addendum for the fall 2020 term and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.



5.5 SOCCCD: Regional Strong Workforce Program Participation Agreement (Modification April 2020) for FY 2019-2020 between Rancho Santiago Community College District and SOCCCD Approve the Regional Strong Workforce Program participation agreement modification to increase the incentive funds allocation by \$421,361 for a total allocation of \$2,266,772 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item 5.5 Exhibit A

5.6 SOCCCD: Approval of Master Agreement between South Orange County Community College District (SOCCCD) and the Irvine Valley College (IVC) Foundation Approve the master agreement between South Orange County Community College District and the Irvine Valley College Foundation for a term of five years, with automatic renewals for subsequent annual periods.

On a motion made by Trustee Rydell and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

<u>Item 5.6</u> Exhibit A

5.7 SOCCCD: Irvine Valley College, Notices of Completion, Various Projects Authorize filing the Notice of Completion for the Access Control & Security Systems and Hardware project #P197397 at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$598,809.29 and for the B200 Physical Sciences project at Irvine Valley College to Blackstone Builders, Inc., with an original contract total of \$1,784,846 and a deductive change order of (\$68,690), for a revised contract total of \$1,716,156.

Item 5.7 Exhibits A-B

5.8 Saddleback College and Irvine Valley College: Community Education Fall 2020

Approve Fall 2020 Community Education courses, presenters, and compensation.

<u>Item 5.8</u> Exhibits A-B

5.9 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 5.9

Exhibit A

5.10 SOCCCD: Authorize the Purchase of Computer Equipment, Related Devices and Services, Dell Marketing, L.P. Approve the use of Master Price Agreement No. MNWNC-108 as awarded by the state of Minnesota in association with the NASPO/WSCA, and approved for usage by the state of California pursuant to the California Participating Addendum No. 7-15-70-34-003 along with all future amendments as authorized by this addendum.

Item 5.10

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

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a unanimous roll call vote.

Item 5.11 Exhibits A-B

5.12 SOCCCD: Adopt Resolution No. 20-18: Appropriations Limit for FY 2020-2021 (Gann Limit).
 Adopt Resolution No. 20-18 establishing the required State constitutional appropriations limit for FY 2020-2021 for the South Orange County Community College District.

Item 5.12 Exhibits A-B

5.13 SOCCCD: Change Orders and Amendments Ratify the amendments/change order as listed.

<u>Item 5.13</u> Exhibits A-F

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

Item 5.14 Exhibits A-C

5.15 SOCCCD: Contracts

Ratify contracts as listed.

Item 5.15 Exhibits A-C

6.0 **GENERAL ACTION ITEMS**

6.1 SOCCCD: 2020 Facilities Master Plan for Irvine Valley College and Saddleback College Approve the 2020 Facilities Master Plan for Irvine Valley College and Saddleback College.

On a motion made by Trustee Rydell and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

Item 6.1 Exhibit A

> 6.2 Irvine Valley College: Program Discontinuance – Laser Technology Program Approve the discontinuance of IVC's Laser Technology Program.

On a motion made by Trustee Wright and seconded by Trustee Milchiker, this item was approved on a unanimous roll call vote.

Item 6.2 Exhibit A

> 6.3 SOCCCD: Declare Equipment from Irvine Valley College Laser Technology Program as Surplus and Approve Donation to Pasadena Area Community College District Approve the donation of surplus property and authorize the Executive Director of Procurement, Central Services, and Risk Management to facilitate the donation to Pasadena Area Community College District.

On a motion made by Trustee Jemal and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

<u>Item 6.3</u> Exhibit A

6.4 SOCCCD: New Student Trustee Appointment Approve appointment of Student Trustee Ethan Manafi who is replacing Student Trustee Rose Esfandiari.

On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

Item 6.4

6.5 SOCCCD: Annual Approval for Student Trustee to Receive Compensation and to Make/Second Motions for Board Meetings Approve compensation for the Student Trustee; allow the student trustee to make and second motions; and approve the term commencement date of July 20.

On a motion made by Trustee Rydell and seconded by Trustee Milchiker, this item was approved on a unanimous roll call vote.

Item 6.5

6.6 SOCCCD: FY 2022–2023 Five Year Construction Plan, Initial Project Proposals and Final Project Proposals Approve the FY 2022-2023 Five Year Construction Plan, the four Initial Project Proposals, and the two Final Project Proposals as submitted with a 50/50 match and authorize the Chancellor, or designee, to sign and submit the documents.

On a motion made by Trustee Jemal and seconded by Trustee Lang, this item was approved on a unanimous roll call vote.

Item 6.6 Exhibits A-H

 6.7 SOCCCD: Saddleback College PE 100 & PE 300 Renovation Project, Award of Bid No. 390D, SS+K Construction, Inc.
 Approve award of Bid No. 390D, Saddleback College PE 100 & PE 300 Renovation Project, and approve the agreement with SS+K Construction, Inc. in the amount of \$1,661,507 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

Item 6.7 Exhibits A-B

> 6.8 SOCCCD: Irvine Valley College Student Services Center Renovation Project, Architectural Services Amendment No. 1, M Arthur Gensler, Jr. & Associates, Inc.
> Approve Amendment No. 1 to the Architectural Services agreement with M. Arthur Gensler, Jr. & Associates, Inc., for the Irvine Valley College Student Services Center Renovation project, in the amount of \$1,608,000 with no change in contract duration, for a not to exceed amount of \$3,478,000.

On a motion made by Trustee Jay and seconded by Trustee Rydell, this item was approved on a unanimous roll call vote.

Item 6.8 Exhibit A

6.9 SOCCCD: Board Policy Revision: BP-4090 Evaluation of Management Personnel, BP-6115 Community Education Programs, BP-6140 College Speakers

Accept for review and study the board policies as listed.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

Item 6.9 Exhibits A-C

6.10 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Change of Status, Resignation/Retirement/Conclusion of Employment.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

Item 6.10 Exhibit A

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

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

Item 6.11 Exhibit A

6.12 SOCCCD: Classified Personnel Actions – Regular Items Ratify New Personnel Appointment, Authorization to Eliminate Classified Positions and/or Position Numbers, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a unanimous roll call vote.

Item 6.12 Exhibit A

6.13 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items Ratify New Personnel Appointments, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a unanimous roll call vote.

Item 6.13 Exhibits A-B

6.14 SOCCCD: Correction to the California School Employees Association (CSEA) Salary Schedule Approve the correction to the CSEA salary schedule for 2020 – 2021.

On a motion made by Trustee Jay and seconded by Trustee Rydell, this item was approved on a unanimous roll call vote.

Item 6.14 Exhibit A

7.0 <u>REPORTS</u>

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

Item 7.1

7.2 SOCCCD: Facilities Plan Status Report Status report of current construction projects.

Item 7.2 Exhibit A

7.3 SOCCCD: CARES Act Funding Monthly Summary of the funds awarded and spent as of June 30, 2020 is provided.

Item 7.3 Exhibit A

> 7.4 SOCCCD: Retiree (OPEB) Trust Fund Report for period ending May 31, 2020.

Item 7.4 Exhibit A

8.0 WRITTEN REPORTS FROM ADMINISTRATION Reports by the following individuals may be written and submitted through the docket process prior to distribution of the Board agenda packet.

- A. Chancellor
- B. Acting President, Irvine Valley College
- C. President, Saddleback College

Item 8.0

<u>Chancellor's Written Report</u> <u>Irvine Valley College Written Report</u> <u>Saddleback College Written Report</u> <u>Vice Chancellor of Business Services Written Report</u>

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 9:33 p.m.

Kathleen F. Burke Secretary, Board of Trustees

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

<u>STATUS</u>

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. The schedules of events are included in Exhibit B.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
ACCT 2020 Leadership Congress - Virtual Conference	October 5-8	\$349	Submitted for information	

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

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



Virtual ACCT Leadership Congress Draft Schedule Monday, October 5 – Thursday, October 8, 2020 All Meetings are at Eastern Standard Time

Monday, October 5 10:00AM – 11:00AM Concurrent 1A Concurrent 1B 11:15AM – 12:15AM Concurrent 2A Concurrent 2B 12:30M – 1:30PM Opening General Sest Keynote Speaker 2:00PM – 3:00PM Concurrent 3A Concurrent 3B 3:15PM – 4:15PM Concurrent 4A Concurrent 4B 4:30PM – 5:30PM Concurrent 5A Concurrent 5B 5:45PM – 6:45PM Networking Event Tuesday, October 6 10:00AM – 11:00AM Concurrent 1A Concurrent 1B 11:15AM – 12:15PM Concurrent 2A Concurrent 2B Concurrent 2B	Concurrent 1C Concurrent 2C sion/ Concurrent 3C Concurrent 4C Concurrent 5C
12:30M - 1:30PMOpening General Sess Keynote Speaker2:00PM - 3:00PMConcurrent 3AConcurrent 3B3:15PM - 4:15PMConcurrent 4AConcurrent 4B4:30PM - 5:30PMConcurrent 5AConcurrent 5B5:45PM - 6:45PMNetworking EventTuesday, October 610:00AM - 11:00AMConcurrent 1A	sion/ Concurrent 3C Concurrent 4C
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2:00PM - 3:00PM Concurrent 3A Concurrent 3B 3:15PM - 4:15PM Concurrent 4A Concurrent 4B 4:30PM - 5:30PM Concurrent 5A Concurrent 5B 5:45PM - 6:45PM Networking Event Tuesday, October 6 10:00AM - 11:00AM Concurrent 1A	Concurrent 4C
3:15PM – 4:15PM Concurrent 4A Concurrent 4B 4:30PM – 5:30PM Concurrent 5A Concurrent 5B 5:45PM – 6:45PM Networking Event Tuesday, October 6 10:00AM – 11:00AM Concurrent 1A	Concurrent 4C
4:30PM – 5:30PM Concurrent 5A Concurrent 5B 5:45PM – 6:45PM ► Networking Event Tuesday, October 6 10:00AM – 11:00AM Concurrent 1A Concurrent 1B	
5:45PM - 6:45PM Networking Event Tuesday, October 6 10:00AM - 11:00AM Concurrent 1A Concurrent 1B	Concurrent 5C
Tuesday, October 6 10:00AM – 11:00AM Concurrent 1A Concurrent 1B	
11:15AM – 12:15PM Concurrent 2A Concurrent 2B	Concurrent 1C
	Concurrent 2C
12:30PM – 1:30PM Keynote Speaker/Phi Theta Kappa Ne	W
Century Workforce Scholars	
Presentation	
2:00PM – 3:00PM Concurrent 3A Concurrent 3B	Concurrent 3C
3:15PM – 4:15PM Concurrent 4A Concurrent 4B	Concurrent 4C
4:30PM – 5:30PM Concurrent 5A Concurrent 5B	Concurrent 5C
5:45PM – 6:45PM Networking Event	
Wednesday,10:00AM - 11:00AMConcurrent 1AConcurrent 1BOctober 7 <th>Concurrent 1C</th>	Concurrent 1C
11:15AM – 12:15PM Concurrent 2A Concurrent 2B	Concurrent 2C
12:30PM – 1:30PM Keynote Speaker/Regional Awards	
2:00PM – 3:00PM Concurrent 3A Concurrent 3B	Concurrent 3C
3:15PM – 4:15PM Concurrent 4A Concurrent 4B	Concurrent 4C
4:30PM – 5:30PM Concurrent 5A Concurrent 5B	Concurrent 5C
5:45PM – 6:45PM Networking Event	
Thursday, October 8 10:00AM – 11:00AM Concurrent 1A Concurrent 1B	Concurrent 1C
11:15AM – 12:15PM Concurrent 2A Concurrent 2B	Concurrent 2C
12:30PM – 1:30PM Closing Keynote Speaker/Association	า
Awards	
2:00PM – 3:00PM Concurrent 3A Concurrent 3B	Concurrent 3C
3:15PM – 4:15PM Concurrent 4A Concurrent 4B	Concurrent 4C
4:30PM – 5:30PM Concurrent 5A Concurrent 5B	Concurrent 5C

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Board Policy and Administrative Regulation Conversion to Community College League of California Categorization and Numerical System
- **ACTION:** Approval

BACKGROUND

The Community College League of California (CCLC), in partnership with Liebert Cassidy Whitmore, a California law corporation provides a Board Policy and Administrative Procedure Service to seventy-three districts throughout the state. This service provides policy and regulation samples that are legally required, legally advised, or suggested as good practice for boards and districts. They also provide legal updates twice a year to ensure board policies and administrative regulations are current.

STATUS

As a subscriber to the CCLC Board Policy and Administrative Procedure Service, the District would achieve greater efficiencies by converting our current categorization and numerical system to the one used by CCLC as well as numerous districts throughout the state. The conversion chart (EXHIBIT A) provides a crosswalk guide for moving the existing legally required and legally advised Board Policies and Administrative Regulations into the CCLC categorization and numerical system.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the conversion to the Community College League of California categorization and numerical system for Board Policies and Administrative Regulations.

Classifications/Categories	CCLC BP	CCLC AP	BP	AR
The District	CCLC BP	CCLC AP	BP	AR
The South Orange County Community College District	1100		100	
Missions	1200		101	
Board of Trustees	CCLC BP	CCLC AP	BP	AR
Board Membership	2010		103	
Student Member of the Board of Trustees	2015	2015	104	104.1
Board Elections	2100		106	
Student Trustee Election Procedures	2105	2105	104	104.2
Vacancies on the Board	2110	2110	108	108
Duties & Responsibilities of the Board of Trustees	2200		112	
Officers	2210			
Committees of the Board	2220		118	
Organization of the Governing Board	2305		105	
Regular Meetings of the Board	2310		120	
Closed Sessions	2315		122	
Special and Emergency Meetings	2320	2320	124	124
Meeting Procedures, Quorum, and Voting	2330		126	
Board Agendas	2340	2340	128	
Public Participation at Board Meetings	2345		130	
Speakers	2350		132	
Decorum	2355		134	
Minutes of the Board of Trustee Meetings	2360	2360	136	136
Recording of the Board of Trustee Meetings	2365	2365	138	
Board Policy and Administrative Regulation Development	2410	2410	107	107
Delegation of Authority to Chancellor	2430		2100, 2101	
Recruitment: Chancellor	2431		4011.6	4011.6
Chancellor Succession	2432		146	
Evaluation of the Chancellor	2435		148	
			2100.1, 2100.2,	
(Local) Student Participation in Governance	2510	2510	4056, 5627	4056
Presentation of Initial Collective Bargaining Proposals	2610	2610	152	152
Conflict of Interest	2710	2710	154	154
Conflict of Interest Code	0745	2710, 2712	4000.9	4000.9
Code of Ethics - Standards of Practice	2715		110	
Political Activity of Board Members	2716		158	
Communications Among Board Members	2720		162	
Board Member Compensation	2725		164	
Health Benefits - Board Members	2730		166	
Board Member Travel	2735		168	
Board Education	2740		109	
Board Self Evaluation	2745		172	
Board Member Absence from the State	2750		170 P	
ITEMS BELOW DO NOT HAVE Term Limits		JING DISTRICT BP/A	ĸ	
Personal Use of Public Resources	2130 2717			
Distribution of Tickets or Passes	2/1/	2714		
ITEMS BELOW DO NOT HA				
Native American Graves and Repatriation Act*	VE CORRESPO		1510	
Recognition of United States and California Flags*			2102	
HIPAA/CMIA Privacy*			2102	2210
				2210

Classifications/Categories	CCLC BP	CCLC AP	BP	AR
General Institution	CCLC BP	CCLC AP	BP	AR
Institutional Code of Ethics		3050	4001	4001
Institutional Code of Conduct		3050	4040	4040
Administration Organization	3100	3100	2001	
Accreditation	3200	3200	5520	
Institutional Planning	3250	3250	2120	2120
Grants and Sponsored Projects	3280	3280	3280	3280
Public Records	3300	3300	3004	3004
Record Retention and Destruction	3310	3310	3310	3310
Nondiscrimination	3410	3410	3410	5413
Equal Employment Opportunity	3420	3420	4000.4	
Americans with Disabilities Act			3425	
Unlawful Harassment and Discrimination Prevention and		3430,3433,		
Complaints	3430	3434,3435	4500	4500
Service Animals	3440	3440	3440	3440
Campus Security and Access	3501	3501	3501	3501
Emergency Operations Plan	3505	3505	3453	3453
Workplace Violence	3510	3510	4050	4050
Reporting of Crimes and/or Safety Concerns and				
Notification Protocols	3515	3515	3515	3515
Child Abuse Reporting	3518	3518	4017	4017
Local Law Enforcement	3520	3520	3420	1017
Campus Police and Safety Services	3500	0020	3502	
Weapons on Campus	3530	3530	2125	2125
Sexual and Other Assaults on Campus	3540	3540	5404	5404
Drug-Free Environment and Drug and Alcohol Prevention	5540	3340	5-10-1	5404
Program	3550	3550	4016	4016
Alcoholic Beverages	3560	3560	1900	1900
Smoke and Tobacco Free District	3570	3570	2150	2150
Auxiliary Organizations, Including Foundations	3600	3600	3610	3610
Electronic Communications	3720, 3725	3720, 3725	4014	4014
Information Security Program Overview	3720, 3723	3720, 3723	4014	3725
Information Security - Data Classification		5720		3725
Information Security - Access Control				3720
Information Security - Physical Security				3728
Information Security - Logging and Monitoring				3729
Information Security - Remote Access				3729
Internally Developed Systems Change Control				
Information Security - Security Incident Response				3731
				3732 3733
Information Security - Secure Operations				
Information Security - Network Security				3734
Information Security - Disaster Recovery				3735
Information Security - Cloud Storage	2010	2010	2500	3736
Claims Against the District	3810	3810	3500	3500
Gifts, Donations, and Bequests	3820	2000	3300	1200
Speech and Advocacy	3900	3900	1300	1300

Classifications/Categories	CCLC BP	CCLC AP	BP	AR
ITEMS BELOW DO NOT HAVE	२			
Institutional Effectiveness	3225	3225		
Immigration Enforcement Activities		3415		
Missing Student Notification (Student Housing Related)	3503	3503	N/A	N/A
Registered Sex Offender Information		3516		
Securing of Copyright	3710	3710		
Intellectual Property	3715	3715		
Personal Data Protection		3800		
ITEMS BELOW DO NOT HA	VE CORRESPO	ONDING CCLC NO.		
Vandalism*			3400	
Animals or Pets on Campus*			3401	
Safety and Health*			3451	
Classroom Supervision for Apportionment*			3460	
Public Safety Camera System*			3508	3508
Unmanned Aircraft Systems*			3950	3950
Simulation and Systems			3330	3330

Classifications/Categories	CCLC BP	CCLC AP	BP	AR	
Academic Affairs	CCLC BP	CCLC AP	BP	AR	
Academic Calendar	4010	4010	4306	4306	
Curriculum	4020		6100		
Instructional Program Review		4020		6100(b)	
Program Discontinuance		4021	6100		
Course Approval (Stand Alone Credit Courses)		4022		6106	
Associate Degree Requirements	4025	4025	5600	5600	
Academic Freedom	4030		6120		
Selection of Library Materials	4040		6132		
Articulation of Courses and Programs	4050	4050	6110	6110	
Auditing Courses	4070	4070	5610	N/A	
Graduation Requirements for Degrees and Certificates of	44.00	44.00	64.06		
Achievement	4100	4100	6106		
Independent Study		4101	5626	5626	
Career and Technical Educational Program Advisory					
Committees		4102	6180	6180	
Contract Education		4104	6114	6114	
Distance Education		4105		6112	
Nursing Program	4106	4106		4106	
Honorary Degrees	4110	4110	6200	6200	
Basic Skills Courses		4222		5630	
Standards of Scholarship	4220		5300, 5300.5	5300, 5300.5	
		4225, 4227, 4228,			
Course Repetition and Repeatable Courses	4225	4229	5301	5301	
Multiple & Overlapping Enrollments	4226		5617	5561	
Grading Policy	4230		5300		
Academic Record Symbols and Grade Point Average	1200	4230	5500	5300	
Grade Changes	4231	4231	5300.5	5300.5	
Credit By Examination - Post Secondary Specific Course	1201	1201	000010	555515	
Credit	4235	4235	5618	5618	
Advanced Placement Examination Program	1200	4236	5619	5010	
Academic Renewal	4240	4240	6122	6122	
Probation, Dismissal and Readmission	4250	4250	5300	5300	
Prerequisites, Corequisites and Advisories Policy	4260	1200	6105	5555	
Prerequisites, Corequisites, Advisories and Limitations on			0100		
Enrollments		4260		6105	
Field Trips, Excursions, and Field Study Courses	4300	4300	6125	6125	
Community Education Programs	4400		6115		
Student News Media		4500	5500		
Instruction Service Agreements		4610		5430	
ITEMS BELOW DO NOT HAVE	CORRESPON		3		
Delineation of Functions Agreement	4060	,			
Work Experience		4103			
ITEMS BELOW DO NOT HA	VE CORRESPO	ONDING CCLC NO.			
Certificate Programs*			5601		
College Level Examination Program*			5620		
Textbook Adoption*			6130		
Library - User Fees*			6135		
College Speakers*			6140		
Study Abroad Programs*			6150	6150	
Final Examinations*			6160		

Classifications/Categories	CCLC BP	CCLC AP	BP	AR
Student Services	CCLC BP	CCLC AP	BP	AR
Admissions	5010	5010	5604	5604
Admission of Concurrently Enrolled K-12 Students		5011		5011
International Students		5012		5604
Students in the Military		5013	5013	5013
Residence Determination	5015	5015	5605	5605
Nonresident Student Tuition	5020	5020	5607	5607
Student Fees	5030		5030	
Student Fee Refunds	5030	5030	5608	5608
Transcripts	5030		5613	
Instructional and Course Materials Fees Policy		5031	3700	
, Withholding of Student Records	5035	5040	5407	
Student Records: Compliance with Family Educational Rights		5040		
and Privacy Act (FERPA)	5040	5045	5615	5615
Student Success and Support Program	5050	5050	5050	5050
Open Enrollment	5052	5052	5611	5611
Enrollment Priorities	5055	5055	5210	5210
Attendance	5055	5070	5616	5616
Adds and Drops		5075	5610	5075
Counseling	5110	5110	5110	3073
Transfer Center	5120	5120	5515	5515
Financial Aid	5130	5130	5130	5130
Disabled Students Programs and Services	5140	5150	5140	5150
Accommodations for Students with Disabilities	5140	5140	5506	5506
Extended Opportunity Programs and Services	5150	5150	5150	5150
Student Health Services	5200	5200	5200	5200
Student Accident Insurance	5205	5200	5510	5200
Communicable Disease	5210	5210	5510	5645
Shower Facilities for Homeless Students	5220	5220	5220	5220
Student Equity	5300	5300	5410	5220
Associated Students' Organization	5400	5400	5240	5410 5240
Associated Students' Elections				5240
Associated Students' Finance	5410	5410	5403	F 420
	5420	5420	5420	5420
Standards of Student Conduct	5500	5500	5401	5401 2517
Student Organizations at Off-Campus Locations	5510	5510	3517	3517
Student Discipline		5520	5401	5401
Grade Grievance		5530		5505
Voter Registration	5300	5610	-700	5635
Intercollegiate Athletics	5700		5700	5700
Prevention of Identity Theft in Student Financial				
Transactions	5800	5800	5800	
ITEMS BELOW DO NOT HAVE (ORRESPONE	DING DISTRICT BP/AI	К	
Responding to Inquiries of Immigration Status, Citizenship				
Status, and National Origin Information		5017		
Student Credit Card Solicitation		5570		
ITEMS BELOW DO NOT HAY	VE CORRESPO	ONDING CCLC NO.		
Charge for Catalog*				5205

CCLC BP	CCLC AP	BP	AR
6100	6100	3001	3001
6150	6150	3005	3005
6200	6200	3100	3100
6250	6250	3101	3101
6300	6300	3103	3103
6320	6320	3102	3102
	6325	4207	
6330, 6340	6330, 6340	3200	3200
	6345		3202
	6350		3202
	6360		3200
	6365		3733
	6370		3200
6400	6400	3002	3002
6450	6450	3340	3340
6500	6500	3101.6	3101.6
6520		3206	
	6530		3207
6540	6540	3205	3205
6550	6550	3600	3600
6600	6600	3201	3201
6620		1500	
6700	6700	1311	1311
6750	6750	3450	3450
	6850		3801
6900		3811	
	6950	4018	
CORRESPOND	ING DISTRICT BP/A	R	
6307	6307	N/A	N/A
	6355	N/A	N/A
6740	6740	N/A	N/A
6800	6800		
6910	6910	N/A	N/A
AVE CORRESPO	NDING CCLC NO.		
		3003	
		3006	3006
		3007	3007
		3009	3009
		3104	3104
			3105
		3110	3110
		3207	
		3220	3220
		3510	3510
		3520	3520
		3530	
	6100 6150 6200 6320 6330, 6340 6330, 6340 6400 6450 6500 6520 6540 6550 6600 6620 6700 6750 6900 CORRESPONE 6307 6740 6800 6910	610061506150615062006200625062506300630063206320632063206330, 63406330, 63406330, 634063506330, 634063506330, 6340636063506370640064006450655065006500652065406550655065506540655065506550660066006620637067006750675063076307630763076307630763076307630067406740674068006800	6100610030016150615030056200620031006250625031016300630031036320632031026320632032006330, 63406330, 634032006330, 63406330, 634032006330, 634063506365636063506360640064003002645064503340650065003101.665200320565506550360065406550360065506550360066201500320166200320166201500320166203201650065503600320166201500311167506750381167406307N/A63070/A63070/A63006800300769106910N/A630730033006300730073009310432073220351035103520

Classifications/Categories	CCLC BP	CCLC AP	BP	AR
Human Resources	CCLC BP	CCLC AP	BP	AR
Commitment to Diversity	7100	7100	4010	
Authorization for Employment	7110		4000	
Job Specifications and Authorized Positions	7110	7110	4002	4002
Recruitment: Full-Time Faculty Hiring	7120	7120, 7125, 7126	4011.1, 4013	4011.1
Recruitment Part-Time Faculty Hiring	7120	7212		4225
Recruitment: Classified Staff	7120	7120, 7230	4011.3, 4013	4011.3
Recruitment: Chancellor	7120	7120	4011.6, 4013	4011.6
Duties and Responsibilities of the Faculty	7120		4309	
Compensation	7130		4076	
Faculty Salary Classification Changes and Initial				
Classification Placement	7130	7211	4101.1	
Salary Schedule Placement for Management Personnel and				
Classified Bargaining Unit Employees	7130	7130	4102	4102
Academic Ranking	7130		4119	
Public Notice - Collective Bargaining	7140		4004	
Academic Administrators and Classified Managers Personnel				
Files		7145	4012	
Evaluation of Management Personnel		7150	4090	4090
Professional Development and Growth	7160		4161	
Professional Growth and Development Leave for				
Administrators and Classsified Management Personnel	7160	7160	4111	4111
Academic Assignments for Management Team	7210	7210	4022	
Reclassification of Classified Personnel		7232	4201.4	
Substitute Classified Employees	7230	7236	4220	4220
Administrator Retreat Rights	7250		4091	4091
Designated Administrators and Classified Management				
Personnel	7250		4020	
Student Help Hourly Rates		7270		4215
Classified Managers	7260		4021	
Anti-Nepotism	7310	7310	4003	
Communicable Diseases Assessment	7330	7330	4006	4006
Health Examinations	7335	7335	4007	4007
Certification of Freedom from Tuberculosis	7330	7336	4009	4009
Fingerprinting of Personnel		7337	4008	
Personal Leave (With Loss of Pay)	7340		4075	
Industrial Accident or Illness Leave		7343	4078	4078
Transfer of Sick Leave for Academic Personnel	7340		4109	
Transfer of Sick Leave For Classified Personnel	7340		4202	
Attendance/Absence Reporting Procedures- Faculty	7340	7344		4110(a)
Catastophic Leave: Employees	7345	7345	4345	4345
Sick Leave for Management Personnel	7340	7344	4203	4203
Bereavement Leave for Management Personnel	7340	7340	4079	4079
Parental Leave for Management Personnel	7340		4113	
Personal Necessity Leave for Administrators and Classified				
Management Personnel	7340	7340	4080	4080
Vacation Leave for Management Personnel	7340		4083	
Family Medical Leave for Administrators and Classified				
Management Personnel	7340	7347	4117	
Medical Benefits for Management Personnel While on Leave	7340		4082	

Reasonable Accommodations for Employees/Applicants Lactation Accommodations for Employees Disciplinary Action of Classified Personnel		7348	4015	1015
				4015
Disciplinary Action of Classified Personnel		7348		4240
	7365	7365	4205	
Re-Employment of Classified Personnel		7366	4204	
Political Activity of Employees	7370	7370	4054	
Retiree Health Benefits-Academic Employees	7380	7380	4211	
Payroll Deductions	7385	7385	4081	
Travel	7400	7400	3605	3605
Volunteer Assistance		7500	4030	4030
Domestic Partners	7510		4072	
College (Police Departments or Campus Safety)	7600	7600	3502	
Whistleblower Protection	7700	7700	4700	4700
ITEMS BELOW DO NOT HAVE	CORRESPONE	DING DISTRICT BP/AF	3	
Academic Employees - Probationary Contract Faculty		7215		
Claims for Work Out of Classification		7233		
Employees Called to Military Duty		7346		
Resignations	7350			
ITEMS BELOW DO NOT HA	VE CORRESPO	ONDING CCLC NO.		
Employment Procedures for Administrators and Managers*			4011	
Confidentiality and Conflicts of Interest in Hiring*			4011	
Elder and Dependent Adult Abuse Reporting*			4019	4019
Academic and Business Hours for District and College			4015	4015
Facilities*			4055	
Faculty Reassigned Time and Stipends*			4073	
Excused Absence (Without Loss of Pay)*			4075	
Salary Schedules and Annual Step Increments for			4077	
Management Personnel*			4101	
Change in Position of Personnel Into and Within			4101	
Management*			4201	
Work Week/Shift Designation- Classified Staff*			7201	4206
Employee Outstanding Service Awards*			4210	7200
Retirement Benefits for Administrators and Classified			7210	
Management Personnel*			4211	
Duties and Responsibilities of the Department / Academic			7611	
Chair*			4310	
Enrollment Fee Reimbursement for Eligible Employees*			4420	4420
En onnent i ce reinibulsement for Engible Employees			7720	7720

TO: Board of Trustees

- **FROM**: Kathleen F. Burke, Chancellor
- **RE:** Saddleback College and Irvine Valley College: Speakers
- ACTION: Approval

BACKGROUND

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

<u>STATUS</u>

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

RECOMMENDATION

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

Item Submitted By: Dr. Elliot Stern, President, Saddleback College and Dr. John C. Hernandez, President, Irvine Valley College

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
2/05/2021 9:30-11:30am Remote	Ms. Laura Hoffman Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series Emeritus Institute	Tim Piper	History of The Beatles and their Impact on Society	\$200
2/05/2021 9:30-11:30am Remote	Ms. Laura Hoffman Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series Emeritus Institute	Meg Waters	Corporate vs Non-Profit: How Journalism Will Survive and Thrive in the 21st Century	\$200

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
None				

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Authorize the Purchase of Ergonomic Furniture and Accessories, Humanscale Corporation
- **ACTION:** Approval

BACKGROUND

The District and colleges have an ongoing need to procure ergonomic furniture and accessories.

Pursuant to Public Contract Code Section 10298, the District can utilize contracts awarded by the California Department of General Services through its California Multiple Award Schedules.

<u>STATUS</u>

Humanscale Corporation was awarded CMAS Contract No. 4-13-71-0095B for ergonomic furniture and accessories. District staff has reviewed the terms and conditions of the contract and finds it is in the best interest of the District to utilize the CMAS Contract for the purchase of ergonomic furniture and accessories. The CMAS Contract is available for review in the Procurement, Central Services, and Risk Management department.

This approval applies to purchases made within the terms of the CMAS Contract and all future approved supplements and/or amendments through the entirety of the CMAS Contract term. All purchases will be procured using District issued purchase orders and will be brought forward for Board ratification. Funding is available in the District's and colleges' general fund and approved basic aid accounts.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve California Multiple Award Schedule Contract No. 4-13-71-0095B and all future approved supplements and/or amendments as awarded to Humanscale Corporation for the purchase of ergonomic furniture and accessories, Humanscale Corporation.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Adopt Resolution No. 20-22, Authorizing the Purchase of Lockers, Shelving, and Educational Furniture through the Los Angeles Community College District Master Agreement 40481 with Wenger Corporation
- **ACTION:** Approval

BACKGROUND

The District and colleges have an ongoing need to procure lockers, shelving, and educational furniture.

Pursuant to Public Contract Code 20118 and 20652, the District can purchase the lockers, shelving, and educational furniture under the terms and conditions of the Los Angeles Community College District (LACCD) Master Agreement 40481 awarded through Bid No. FE-19-05-RFB with Wenger Corporation.

<u>STATUS</u>

LACCD issued Bid No. FE-19-05-RFB and awarded Master Agreement 40481 to Wenger Corporation for the purchase of lockers, shelving, and educational furniture. District staff has reviewed the bid along with the terms and conditions of the awarded contract and finds it is in the best interest of the District to utilize the LACCD contract for the purchase of lockers, shelving, and educational furniture. A resolution (EXHIBIT A) approved by the Governing Board is required to utilize this contract. The LACCD contract is available for review in the Procurement, Central Services and Risk Management department.

This approval applies to purchases made within the terms of the LACCD contract and all future approved supplements and/or amendments through the entirety to the LACCD contract term, and is contingent upon the availability of funds for each purchase. All purchases will be procured using District issued purchase orders and will be brought forward for Board ratification. Funding is available in the District's and colleges' general fund and approved Basic Aid accounts.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Los Angeles Community College District Master Agreement 40481 with Wenger Corporation and all future approved supplements and/or amendments as awarded to Wenger Corporation for the purchase of lockers, shelving, and educational furniture for an active term through August 7, 2024.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-22 AUTHORIZING THE ACQUISITION OF LOCKERS, SHELVING, AND EDUCATIONAL FURNITURE THROUGH THE LOS ANGELES COMMUNITY COLLEGE DISTRICT MASTER AGREEMENT 40481 WITH WENGER CORPORATION

WHEREAS, the Governing Board (the "Board") of the South Orange County Community College District (the "District") has determined that a true and very real need exists for the acquisition of lockers, shelving, and educational furniture owned by the District ("Furniture and Fixtures"), and

WHEREAS, the Governing Board of a community college district may under Section 20118 and 20652 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the District, authorize by contract, lease, requisition, or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services, and other personal property for the District in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Governing Board of a community college district, under Section 10299 of the California Public Contract Code, may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements, or other types of agreements that leverage the state's buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290), Chapter 3 (commencing with Section 12100), and Chapter 3.6 (commencing with Section 12125) of the California Public Contract Code; and

WHEREAS, the Los Angeles Community College District (LACCD) conducted Bid No. FE-19-05-RFB for lockers, shelving, and educational furniture and entered into contract with Wenger Corporation effective August 8, 2019, to August 7, 2024 that allows the District to contract under that bid at the same price and upon the same terms and conditions as LACCD, pursuant to Sections 20118 and 20652, of the Public Contract Code; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the District to authorize the purchase of the lockers, shelving, and educational furniture through the LACCD Master Agreement 40481 as awarded through Bid No. FE-19-05-RFB with Wenger Corporation, which is on file at the District's Procurement, Central Services & Risk Management Office; and

WHEREAS, the Board of Trustees has by this Resolution determined the need for the lockers, shelving, and educational furniture from Wenger Corporation pursuant to the terms, conditions, and documents established in the LACCD Master Agreement 40481; and

WHEREAS, the Board of Trustees has determined that the LACCD Master Agreement 40481 is the most economical means for providing the lockers, shelving, and educational furniture to the District; and

WHEREAS, whenever applicable (contingent to product categories) the District intends to negotiate higher tiered volume discounts that are over and above the base line list price per the LACCD Master Agreement 40481 product schedule; and

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 of Trustees so finds and determines.

Section 2. The Board of Trustees hereby finds and determines that purchases of the lockers, shelving, and educational furniture under the LACCD Master Agreement 40481 will save administrative time and expense, deliver cost savings, and will be the most economical means for providing the lockers, shelving, and educational furniture to the District.

Section 3. The Board of Trustees hereby finds and determines the acquisition of the lockers, shelving, and educational furniture from Wenger Corporation under LACCD Master Agreement 40481, pursuant to Public Contract Code sections 10299 and 20652, to be in the best interest of the District.

Section 4. The LACCD Master Agreement 40481 is hereby approved and ratified. The Chancellor or the Chancellor's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 5. 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 31st day of August 2020, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAINED:	

I, Kathleen Burke, Chancellor of the South Orange County Community College District Governing Board, do hereby certify that the foregoing is a 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 of Trustees.

> Secretary of the Governing Board South Orange County Community College District

I, James R. Wright, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College District at a regular meeting thereof held on the 31st day of August 2020, 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 31st day of August 2020.

Clerk of the Governing Board South Orange County Community College District

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Authorization to Utilize Foundation for California Community Colleges (FCCC) and Trustees of the California State University Contracts
- **ACTION:** Approval

BACKGROUND

California Public Contract Code section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. The Foundation of California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). California Public Contract Code Section 20653.5 allows California Community Colleges to purchase materials, equipment, supplies, and services from contracts lawfully entered into by the University of California or the California State University (UC/CSU) with the same terms, conditions, and prices as negotiated. Further, the FCCC collaborates with the UC/CSU systems through the California Higher Education shared Services Consortium for resource sharing.

Utilization of the FCCC/CSU/UC agreements under the same price and the same terms and conditions will prove beneficial to the District for the purpose of achieving added price savings through volume discounting.

<u>STATUS</u>

District staff finds that purchases made from utilizing the following FCCC/UC/CSU Cooperative Purchasing agreements will save administrative time and expense, deliver significant cost savings and will be in the best interest of the District. The FCCC/UC/CSU contracts will cover the purchases for a variety of commodities and services related to instruction, technology, custodial, maintenance, facilities, operations, office, and miscellaneous areas that are including but not limited to equipment, software, hardware, maintenance, furniture, fixtures, materials, supplies, and services as follows:

<u>FCCC Administrative Services Agreement CB-0000-3598</u> – With Amazon Business, for the purchase of supplies, technology, software, equipment and other miscellaneous materials effective July 5, 2020 through July 5, 2023, with the option to extend for one (1) additional one (1) year term.

<u>FCCC Administrative Services Agreement CB-241-18</u> – With B&H Photo, for the purchase of audio, visual equipment, materials, and supplies effective July 24, 2018 through June 6, 2021.

<u>FCCC Administrative Services Agreement 0000-3557</u> - With Blackboard, for rights to access and use software effective June 15, 2020 through June 14, 2021.

<u>FCCC</u> Administrative Services Agreement 0000-3397 - With Crider Contract Interiors, for the purchase of outdoor furniture effective April 27, 2020 through October 1, 2020, with the option to extend for one (1) additional one (1) year term.

<u>FCCC Administrative Services Agreement 0000-3481</u> - With DubBot, LLC, for web accessibility and quality assurance monitoring software and technology effective May 22, 2020 through May 21, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3558</u> - With Edfinancial Services, LLC dba Edamerica, for contact centers, student outreach and engagement, student loan default prevention, consulting, and financial aid support services effective June 15, 2020 through June 14, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3497</u> - With FranklinCovey, for leadership development consulting and coaching services effective May 25, 2020 through May 24, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC</u> Administrative Services Agreement 0000-2878 - With Grackle, for 508 compliant conversion of G Suite output effective December 6, 2019 through December 5, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC</u> Administrative Services Agreement 0000-2303 - With Golden Star Technology, Inc., for the purchase of Quickbooks Pro, Sunflower Mobile, Utelogy, Card Integrators, Broadcast Electronics Audio, Blackboard Connect, and ProCore Construction OS software applications effective July 23, 2019 through April 5, 2021 with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 000-2304</u> - With Golden Star Technology, Inc., for the purchase of Cisco, Dell, HP and Lenovo network, server and storage services effective July 23, 2019 through April 7, 2021, with the option to extend for one (1) additional one (1) year term.

<u>FCCC</u> Administrative Services Agreement 0000-2302 - With Golden Star Technology, Inc., for the purchase of HP, Dell, Panasonic, Absolute, Computrace, Lenovo, Microsoft, Getac, ViewSonic, Kensington, Crucial, Firewave, BMS, and Logitech computing equipment, materials, mobile, print, and peripherals effective July 23, 2019 through November 1, 2022, with the option to extend for one (1) additional one (1) year term.

<u>FCCC</u> Administrative Services Agreement 0000-3625 - With Golden Star Technology, Inc., for the purchase of various audio visual equipment, materials, and supplies effective July 10, 2020 through April 15, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3626</u> – With Hillyard, Inc., for the purchase of janitorial supplies, materials and equipment effective July 9, 2020 through September 11, 2021, with an option to extend for one (1) additional year term.

<u>FCCC Administrative Services Agreement 000-2934</u> - With Hit Labs, Inc. (Pronto), to provide campus-wide group messaging and collaboration software that connects students, faculty, and administrators effective December 20, 2019 through December 19, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3568</u> – With Microsoft, for the purchase and provision of Microsoft software products and applications effective June 19, 2020 through September 30, 2023, with an option to extend for one (1) additional year term.

<u>FCCC Administrative Services Agreement 000-3321</u> - With Starfish by Hobsons, for the student success technology platform and consulting services effective April 1, 2020 through March 31, 2023, with the option to extend for two (2) additional one (1) year terms.

FCCC Administrative Services Agreement 0000-3237 - With Konica Minolta, for copier and copy print services effective March 12, 2020 through April 4, 2024.

<u>FCCC Administrative Services Agreement 0000-3570</u> - With KYA, for the purchase of facilities products, materials, equipment and services effective June 22, 2020 through February 10, 2025.

<u>FCCC Administrative Services Agreement 0000-2234</u> - With Link-Systems, for online tutoring and collaboration platform services effective August 1, 2019 through August 1, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Agreement 0000-3328</u> - With NG Web Solutions, LLC dba Next Gen, for the purchase of student support software and technology effective April 1, 2020 through March 31, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3389</u> - With Ocelot, for the purchase of software and technology effective April 15, 2020 through April 14, 2023, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 000-3451</u> - With Okta, for the purchase of multilingual communication software technology effective May 4, 2020 through May 3, 2021.

<u>FCCC</u> Administrative Services Agreement 0000-2232 – With Proctorio, for automated remote proctoring services software effective August 1, 2019 through August 31, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement CB-218-17</u> - With Ricoh USA, Inc., for the purchase of copier equipment and related services effective May 1, 2017 through February 28, 2021.

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

<u>FCCC Administrative Services Agreement 0000-2135</u> - With Remind 101, for student communication software effective June 11, 2019 through June 13, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-2272</u> - With Unicon, for education technology consulting and digital services effective July 1, 2019 through June 30, 2022, with the option to extend for two (2) additional one (1) year terms.

<u>FCCC Administrative Services Agreement 0000-3432</u> - With Uvara, for web-based asset management solution for mapping, visualizing, reporting and document archiving of utility infrastructure effective June 5, 2020 through June 4, 2023, with the option to extend for two (2) additional one (1) year terms.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the above identified FCCC/CSU/UC contracts to purchase equipment, software, hardware, maintenance, furniture, fixtures, materials, supplies, and services to support instruction, technology, custodial, maintenance, facilities, operations, office, and miscellaneous areas. The approval to utilize the above contracts applies to purchases made within the term of the agreements and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

ITEM: 5.8 DATE: 8/31/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 20-20 to Amend FY 2019-2020 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.

<u>STATUS</u>

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2019-2020 Adopted Budget.

General Fund

IVC-Student Print	15,000
IVC-Higher Education Emergency Relief Fund Institutional	2,242,905
IVC-Strong Workforce Regional - OC Biotechnology	201,511
IVC-Strong Workforce Local	809,255
IVC-Guided Pathways	241,399
IVC-Federal Emergency Management Agency - CalOES COVID-19	25,000
IVC- Higher Education Emergency Relief Fund - MSI	18,480
SC-Strong Workforce Regional	(2,560,711)
SC-Federal Emergency Management Agency - CalOES COVID-19	35,093
SC-Veteran Resource Center	43,241
IVC-Perkins	(50,000)
DS-Adult Education Block Grant Fiscal Agent	(9,313)
SC-ED Higher Education Emergency Relief Fund	316,264
SC-ED CCAMPIS	(116,000)
SC-Strong Workforce Local	(7,323)
IVC-CalWORKs	869
IVC-Veteran Resource Center	32,340
IVC-Adult Education Block Grant	1
SC-Student Success Credit	8,060
SC-Student Veterans Services	7,500
STRS/PERS On-Behalf Payments	7,555,485
DS-COVID-19 Response Block Grant-Federal	121,131
SC-COVID-19 Response Block Grant-Federal	713,930

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

IVC-COVID-19 Response Block Grant-Federal	461,844
IVC-COVID-19 Response Block Grant-State	625,325
SC-COVID-19 Response Block Grant-State	966,643
Total Increase to the General Fund	11,697,929
Objild Development Fred	
Child Development Fund	440.000
SC-ED CCAMPIS	116,000
Total Increase to the Child Development Fund	116,000
Operited Operland Frend	
Capital Outlay Fund	0.000.400
Basic Aid Transfers	3,293,136
Total Increase to the Capital Outlay Fund	3,293,136
Community Education Fund- Saddleback College	
SC-Community Education Programs	40,972
Total Increase to the Community Education Fund-SC	40,972
· · · · · · · · · · · · · · · · · · ·	
Student Representation Fee Fund	
SC-Student Development	10,022
IVC-Student Life and Equity Administration	5,050
Total Increase to the Student Representation Fee Fund	15,072
·	· ·
Total Budget Amendments	15,163,109

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-20 to amend the FY 2019-2020 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-20

August 31, 2020

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$15,163,109 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2019-2020 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 such funds are to be appropriated according to the following schedule:

General Fund		
Account	Income Source	<u>Amount</u>
8100	Federal Revenue	3,708,554
8600	State Revenue	7,975,949
8800	Local Revenue	22,500
8900	Fiscal Agent Pass Through	(9,074)
		11,697,929
. .		
Account	Expenditure Description	<u>Amount</u>
1000	Academic Salaries	75,996
2000	Classified Salaries	566,884
3000	Employee Benefits	7,891,886
4000	Books and Supplies	233,262
5000	Other Operating Expenses & Services	1,484,862
6000	Capital Outlay	547,268
7400	Other Transfers	(9,074)
7600	Other Payments to Students	906,845
		11,697,929
Child Developm	ent Fund	
Account	Income Source	<u>Amount</u>
8100	Federal Revenue	116,000
• .		• .
Account	Expenditure Description	<u>Amount</u>
2000	Classified Salaries	12,622
3000	Employee Benefits	7,131
5000	Other Operating Expenses & Services	10,187
7600	Other Payments to Students	86,060
		116,000

Ca	pital Outlay Fu	<u>ınd</u>	
	<u>Account</u>	Income Source	<u>Amount</u>
	8900	Interfund Transfers In	3,293,136
	<u>Account</u>	Expenditure Description	Amount
	6000	Capital Outlay	3,293,136
<u>Co</u>	<u>mmunity Educ</u> <u>Account</u> 8800 <u>Account</u> 5000	 <u>ation Fund - Saddleback College</u> <u>Income Source</u> Local Revenue <u>Expenditure Description</u> Other Operating Expenses & Services 	<u>Amount</u> 40,972 <u>Amount</u> 40,972
Stu	Ident Represe	ntation Fee Fund	
	Account	Income Source	Amount
	8800	Local Revenue	15,072
	<u>Account</u> 5000 7400	Expenditure Description Other Operating Expenses & Services Other Transfers	<u>Amount</u> 7,536 7,536 15,072

Total Budget Amendments

<u>15,163,109</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2019-2020

RESOLUTION NO. 20-20

August 31, 2020

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 \$15,163,109 was duly and regularly adopted by the said Board at a regular meeting thereof held on August 31, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this First day of September 2020.

Kathleen F. Burke Secretary to the Board of Trustees

SOUTH ORAN	GE COUNTY COMMUNITY COLLEGE DISTRICT	ITEM: 5.9 DATE: 8/31/20
то:	Board of Trustees	
FROM:	Kathleen F. Burke, Chancellor	
RE:	SOCCCD: Transfer of Budget Appropriations: No. 20-21 to Approve FY 2019-2020 Budget Tr	•
ACTION:	Approval	

BACKGROUND

Title 5, California Code of Regulations, Section 58307 requires the Board of Trustees to approve by resolution, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and approve, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the contingency reserve.

<u>STATUS</u>

For the reporting period ending June 30, 2020 and in accordance with Administrative Regulation 3101, the transfer of budget appropriations are summarized on EXHIBIT A and presented for approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-21 to approve the transfer of budget appropriations as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-21

August 31, 2020

WHEREAS, the Governing Board of the South Orange County Community College District has determined that appropriation transfers between classifications are required to meet operational needs, pursuant to Title 5 of the California Code of Regulations, Section 58307;

NOW, THEREFORE, BE IT RESOLVED that such appropriations are to be transferred according to the following schedule:

General Fund			
<u>Account</u>	Description	From	<u>To</u>
1000	Academic Salaries	\$279,172	
2000	Classified Salaries		\$404,246
3000	Employee Benefits		\$351,447
4000	Books and Supplies	\$70,269	
5000	Other Operating Expenses & Services	\$740,947	
6000	Capital Outlay		\$1,033,392
7390	Interfund Transfers Out		\$3,304,936
7500	Student Financial Aid		\$15,401
7600	Other Payments to Students	\$725,898	
7900	Contingency	\$3,293,136	
Total Transfers	- General Fund	\$5,109,422	\$5,109,422
Capital Outlay F	und_		
<u>Account</u>	Description	From	<u>To</u>
2000	Classified Salaries		\$828,126
3000	Employee Benefits		\$347,784
4000	Books and Supplies		\$35,677
5000	Other Operating Expenses & Services		\$390,568
6000	Capital Outlay	\$1,366,921	
7400	Other Transfers	\$209,121	
7900	Contingency	\$26,113	
Total Transfers	- Capital Outlay Fund	\$1,602,155	\$1,602,155

Associated Stud	ent Government - Saddleback College		
<u>Account</u>	Description	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$150
3000	Employee Benefits		\$3
4000	Books and Supplies		\$770
5000	Other Operating Expenses & Services	\$2,675	
7390	Interfund Transfers Out		\$25,000
7600	Other Payments to Students	\$23,248	
Total Transfers -	Associated Student Government-SC	\$25,923	\$25,923
Child Developme	ent Fund		
Account	Description	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$1,400	
5000	Other Operating Expenses & Services		\$1,400
Total Transfers -	Child Development Fund	\$1,400	\$1,400
Student Represe	ntation Fee Fund		
Account	Description	<u>From</u>	<u>To</u>
5000	Other Operating Expenses & Services		\$527
7400	Other Transfers	\$527	
Total Transfers -	Student Representation Fee Fund	\$527	\$527
Community Educ	cation Fund - Saddleback College		
Account	Description	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$26,095	
2000	Classified Salaries		\$3,167
3000	Employee Benefits		\$694
4000	Books and Supplies	\$4,961	
5000	Other Operating Expenses & Services		\$27,195
Total Transfers -	Community Education Fund-SC	\$31,056	\$31,056
Total Transfers		\$6,770,483	\$6,770,483

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET TRANSFERS FY 2019-2020

RESOLUTION NO. 20-21

August 31, 2020

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 Transfers and foregoing Resolution in the amount of \$6,770,483 was duly and regularly adopted by the said Board at a regular meeting thereof held on August 31, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this First day of September, 2020.

Kathleen F. Burke Secretary to the Board of Trustees **TO:** Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: June – July 2020 Change Order/ Amendments

ACTION: Ratification

BACKGROUND / STATUS

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to execute change orders and amendments up to \$200,000 for board ratification. The following change order and 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.	PCL Construction Services, Inc. Construction Services Agreement Change Order No. 9 – To extend the contract term by 26 calendar days of excusable, non- compensable delay for inclement weather, from November 13, 2019 to December 9, 2019, for the Saddleback College Stadium and Site Improvement project.	\$0	\$53,893,892
B.	Saddleback Beauty Academy, Inc. Cosmetology Agreement Amendment No. 1 – To identify guidelines and requirements to offer face to face or hybrid cosmetology instruction to Saddleback College students during the novel coronavirus crisis. Saddleback College	\$0	\$750,000
C.	Saddleback Beauty Academy, Inc. Cosmetician Agreement Amendment No. 1 – To identify guidelines and requirements to offer face to face or hybrid cosmetician/ esthetician instruction to Saddleback College students during the novel coronavirus crisis.	\$0	\$1,500,000

Saddleback College	

D.	Santa Ana Beauty Academy, Inc. Cosmetology Agreement Amendment No. 1 – To identify guidelines and requirements to offer face to face or hybrid cosmetology instruction to Saddleback College students during the novel coronavirus crisis. Saddleback College	\$0	\$500,000
E.	Santa Ana Beauty Academy, Inc. Cosmetician Agreement Amendment No. 1 – To identify guidelines and requirements to offer face to face or hybrid cosmetician/ esthetician instruction to Saddleback College students during the novel coronavirus crisis.	\$0	\$500,000
	Saddleback College		
F.	New America Beauty Education Corp., DBA California Beauty Academy Cosmetology Agreement Amendment No. 2 – To identify guidelines and requirements to offer face to face or hybrid cosmetology instruction to Saddleback College students during the novel coronavirus crisis.	\$0	\$500,000
G.	Saddleback College <u>New America Beauty Education Corp., DBA</u> <u>California Beauty Academy</u> Cosmetician Agreement Amendment No. 2 – To identify guidelines and requirements to offer face to face or hybrid cosmetician/ esthetician instruction to Saddleback College students during the novel coronavirus crisis.	\$0	\$1,150,000
	Saddleback College		
H.	Advance Beauty College, Inc. Cosmetology Agreement Amendment No. 1 – To identify guidelines and requirements to offer face to face or hybrid cosmetology	\$0	\$2,600,000

	instruction to Saddleback College students during the novel coronavirus crisis.		
	Saddleback College		
Ι.	<u>Foothill-DeAnza Community College District</u> on behalf of its sponsored program <u>California Virtual Campus – Online</u> <u>Education Initiative</u> Subaward Agreement Amendment No. 1 – To extend the contract term by six months, from June 30, 2020 to December 31, 2020. Saddleback College	\$0	\$500,000
J.	BPI Inspection Services DSA Inspection Services Agreement Amendment No. 01 – For additional services and to extend the contract term 64 days from April 27, 2020 to June 30, 2020. Saddleback College	\$9,900	\$309,900

RECOMMENDATION

The Chancellor recommends the Board of Trustees ratify the change order and amendments as listed.

Saddleback College Stadium and Site Improvement Project Change Order No. 9

August	5,	2020
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Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	CO No. 9 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900	\$4,893,992	\$0	\$53,893,892	325
		4350 Executive Drive, Suite 270	TOTAL	48,999,900		\$0	\$53,893,892	325

COR No.	Date	Description	Requested	Status	Amount	Time Extension
N/A	3/1/2020	Grant 26 calendar days of excusable, non-compensable delay(s) for inclement weather impacts for the period of February 2020 through May 2020.	District	reviewed	\$0	26
		TOTAL THIS CHANGE ORDER REQUEST			\$0	26



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

EXHIBIT B Page 1 of 3

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SN007100 between Saddleback Beauty Academy and South Orange County Community College District for the Agreements for the Cosmetology Training.

Saddleback Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize Saddleback Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

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

SADDLEBACK BEAUTY ACADEMY		DISTRICT	GE COUNTY COMMUNITY COLLEGE
Signature:	tayla lakano 99F27ACE3CA3438	Signature:	0C36FC66437C4EE
Print Name:	Kayla Takano	Print Name:	Priya Jerome
Title:	CEO	Title:	Exec. Director, Procurement, Central Srv
Date:	6/25/2020	Date:	6/25/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND SADDLEBACK BEAUTY ACADEMY, INC. AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize Saddleback Beauty Academy, Inc. (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SN007100 between Saddleback Beauty Academy and South Orange County Community College District for the Agreements for the Cosmetician/Esthetician training.

Saddleback Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize Saddleback Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

SADDLEBAC	K BEAUTY ACADEMY	SOUTH ORAN	GE COUNTY COMMUNITY COLLEGE
Signature:	DocuSigned by: Kayla Takano 99F27ACE3CA3438	Signature:	DocuSigned by: 0C36FC66437C4EE
Print Name:	Kayla Takano	Print Name:	Priya Jerome
Title:	CEO	Title:	Exec. Director, Procurement, Central Srv
Date:	6/25/2020	Date:	6/25/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND SADDLEBACK BEAUTY ACADEMY, INC. AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize Saddleback Beauty Academy, Inc. (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

EXHIBIT D Page 1 of 3

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SN007102 between Santa Ana Beauty Academy and South Orange County Community College District for the Cosmetology Training.

Santa Ana Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize Santa Ana Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

SANTA ANA BEAUTY ACADEMY DocuSigned by: Tammy Mguyun FC279DE09BE1434	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Signature:
Print Name: Tammy Nguyen	Priya Jerome Print Name:
Title: Owner	Title: Exec. Director, Procurement, Central Srvs
Date: 6/18/2020	Date: 6/22/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND SANTA ANA BEAUTY ACADEMY, INC. AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize Santa Ana Beauty Academy, Inc. (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SN007102 between Santa Ana Beauty Academy and South Orange County Community College District for the Cosmetician/Esthetician Training.

Santa Ana Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize Santa Ana Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

SANTA ANA BEAUTY ACADEMY DocuSigned by: Tammy Naugua FC279DE09BE1434	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Signature:
Print Name: Tammy Nguyen	Print Name: Priya Jerome
Title: Owner	Title: Exec. Director, Procurement, Central Srvs. & F
Date: 6/18/2020	Date: 6/22/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND SANTA ANA BEAUTY ACADEMY, INC. AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize Santa Ana Beauty Academy, Inc. (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

EXHIBIT F Page 1 of 3

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. SN007101 between California Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetology Training.

California Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize California Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

	A BEAUTY ACADEMY —DocuSigned by: —Hanlı Mai Tran —B519538FE7F64BC	SOUTH OF DISTRICT Signature:	RANGE COUNTY COMMUNITY COLLEGE
Print Name:	Thanh Mai Tran	Print Name	e: Priya Jerome
Title:	Owner	Title:	Exec. Director, Procurement, Central Srvs.
Date:	6/11/2020	Date:	6/11/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND NEW AMERICA BEAUTY EDUCATION CORP., DBA CALIFORNIA BEAUTY ACADEMY AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize New America Beauty Education Corp., DBA California Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

EXHIBIT G Page 1 of 3

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. SN007101 between California Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetician/Esthetician Training.

California Beauty Academy and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize California Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

CALIFORNIA BEAUTY ACADEMY	SOUTH ORANGE COUNTY COMMUNITY COLLEGE
Signature: Thank Mai Tran B519538FE7F64BC	Signature:
Thanh Mai Tran Print Name:	Print Name: Priya Jerome
Title: Owner	Title: Exec. Director, Procurement, Central Srvs. &
Date: 6/11/2020	6/11/2020 Date:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND NEW AMERICA BEAUTY EDUCATION CORP., DBA CALIFORNIA BEAUTY ACADEMY AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY AND COSMETICIAN/ESTHETICIAN TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize New America Beauty Education Corp., DBA California Beauty Academy (Contractor) to offer face to face or hybrid cosmetology and cosmetician/esthetician instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology and cosmetician/esthetician instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EXHIBIT H Page 1 of 3

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. SN007099 between Advance Beauty College, Inc. and South Orange County Community College District for the agreement for the cosmetology training.

Advance Beauty College, Inc. and South Orange County Community College District do mutually agree as follows:

 This amendment identifies the guidelines and requirements (see attached Exhibit A) to authorize Advance Beauty College (Contractor) to offer face to face or hybrid cosmetology instruction to Saddleback College students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions per Exhibit A (attached) must be met prior to the return of students to face to face or hybrid instruction until modified or amended.

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

ADVANCE BE	AUTY COLLEGE, INC.		GE COUNTY COMMUNITY COLLEGE
Signature:	DocuSigned by: Linu Nguyen 05C138DE9EA64E4	DISTRICT Signature:	DocuSigned by: 0C36FC66437C4EE
Print Name:	Linh Nguyen	Print Name:	Priya Jerome
Title:	Vice President	Title:	Exec. Director, Procurement, Central Srvs
Date:	6/9/2020	Date:	6/9/2020

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND ADVANCE BEAUTY COLLEGE AUTHORIZING THE RETURN OF SADDLEBACK COLLEGE STUDENTS TO HYBRID COSMETOLOGY TRAINING DURING COVID-19 CRISIS

This amendment identifies the guidelines and requirements to authorize Advance Beauty College (Contractor) to offer face to face or hybrid cosmetology instruction to South Orange County Community College District (District) students during the novel coronavirus (COVID-19) crisis. Contractor agrees that all conditions below must be met prior to the return of students to face to face or hybrid instruction until modified or amended:

1. Background Information and Sources of Guidance

- a. During March 2020, Contractor and District adhered to directives from the Governor of California in response to the outbreak of COVID-19. The directive instructed all non-essential activities to be discontinued and all non-essential individuals were to Shelter-In-Place until instructed otherwise.
- b. Contractor discontinued face to face cosmetology instruction and services to the general public as directed.
- c. Contractor received approval to continue instruction to students through online methods by the California Board of Barbering and Cosmetology (BBC), Bureau for Private Postsecondary Education (BPPE), and National Accrediting Commission of Career Arts and Sciences (NACCAS) for up to 50 percent of the required instructional hours qualifying for California licensure.
- d. Health and safety guidelines were being provided by federal and state government, Center for Disease Control (CDC), and World Health Organization (WHO). Additionally, recommendations from the American College Health Association (ACHA), "Reopening Institutions of Higher Education in the COVID-19 Era" were applied as appropriate.

2. Minimally Required Provisions to Implement to Return Students to Hybrid Or Face To Face Instruction:

a. Contractor will provide a written formal plan to District addressing the return to onsite instruction in either hybrid or full face to face instruction. The plan shall be aligned with federal, state, county, and District guidelines and requirements. The plan shall adhere to recommendations from the CDC, WHO and ACHA. The plan shall be submitted to District for review and approval no less than two weeks prior to implementation.

- b. Contractor shall be responsible for requesting and receiving required approvals for any changes to instructional methodologies from BBC, BPPE, and NACCAS, as needed, prior to implementing any changes. Contractor shall provide evidence of such approvals prior to the start of instruction.
- c. Contractor will return to on-site instruction to District students only after clearance by all federal, state, county, and SOCCCD jurisdictions.
- d. Instruction and services to the public are not required to be reinstated at the same time.
- e. District will provide advisory support to Contractor for curriculum and instruction including methodologies and reporting requirements to ensure District students are receiving effective instruction and student instructional hours are accurately reported.

Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022



SUBAWARD AGREEMENT – AMENDMENT # 1

This Amendment of the Subaward Agreement No. 19-054 (hereinafter referred to as "Subaward") is entered into by and between the Foothill-De Anza Community College District (hereinafter referred to as "District") on behalf of its sponsored program California Virtual Campus - Online Education Initiative (CVC-OEI) and the South Orange County Community College District on behalf of Saddleback College (hereinafter referred to as "Subaward, and in the Subrecipient to perform the work which is more particularly set forth in this Amendment, Subaward, and in the Exhibits attached hereto and incorporated into this Amendment and Subaward by this reference.

RECITALS

WHEREAS, the District and the Subrecipient desire to amend the terms of the Subaward Agreement as indicated below.

NOW, THEREFORE, the parties mutually agree to amend the Subaward Agreement as follows:

2. TERM. The term of this Subaward shall commence on July 01, 2019 and shall expire on December 31, 2020. Applicable and required final reporting are due on January 31, 2021.

5. LEVEL OF EFFORT. The Principal Investigator may devote additional full-time equivalent (FTE) as specified in Exhibit A and corresponding with Exhibit B. Auditable records must be kept by the Subrecipient on the foregoing, and progress reports must be submitted to the District on a quarterly basis, fifteen (15) days following the end of each fiscal quarter, and a final report summarizing the activities of the project thirty (30) days after the term end date, as referenced in Section 2. If actual efforts are less than the amounts shown in Exhibit B a proportionate reduction in the total reimbursement cost for this Subaward shall be made.

8. SEPARATE ACCOUNTING. The Subrecipient will establish a separate account for all funds specified in this Subaward. Reimbursement is <u>only for actual expenses</u> for transactions transpiring between July 01, 2019 and December 31, 2020. No Encumbrances and/or Commitments will be considered towards reimbursement.

10. INVOICING. The Subrecipient shall submit invoices, on a quarterly basis with corresponding quarterly report narratives (and final project report) for approval to the District's Authorized Representative for Business Matters quarterly. In order to be eligible for reimbursement, invoices shall be for allowable, approved costs incurred in accordance with the terms of this Subaward and shall display expenses for reimbursement by budget category identifying the total project costs, the reimbursable costs and the Subrecipient's share pursuant to Exhibit B, in accordance with the schedule indicated in Exhibit C. All invoices submitted under this Subaward including the final invoice must be received by the District no later than fifteen (15) days after the end of the reporting period for that invoice, including the fiscal year end when all invoices must be received by the District no later than fifteen (15) days following the fiscal year end date of June 30.

Q1 (July 01, 2019 - September 30, 2019) - Report and Invoices due on October 15, 2019

Q2 (October 01, 2019 - December 31, 2019) - Report and Invoices due on January 15, 2020

Q3 (January 01, 2020 - March 31, 2020) - Report and Invoices due on April 30, 2020

Q4 (April 01, 2020 - June 30, 2020) - Report and Invoices due on July 15, 2020

Q5 (July 01, 2020 - September 30, 2020) - Report and Invoices due on October 15, 2020

Q6 (October 01, 2020 - December 31, 2020) – Final Report and Invoices due on January 31, 2021

Invoices should include: *District Subaward Number, College/District Name, Project Title,* and the *Period for which reimbursement is being requested.* An authorized representative of the Subrecipient shall sign and certify on each invoice that the costs for which reimbursement is requested are the <u>actual costs</u> as recorded in the Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Subaward. Invoices should be <u>emailed</u> to the District's Authorized Representative for Business Matters as defined in Section 14 Authorized Representatives.

14. FINAL REPORT. The Subrecipient shall furnish the District with a Final Report, summarizing findings and activities under this Subaward. A form satisfactory to the District shall be used to submit the Final Report, and the report certification must be signed. The report shall be submitted to the District's Authorized Representative for Business Matters in accordance with the schedule indicated in Exhibit C.

All other terms of the Subaward Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the respective parties have executed this Amendment on the dates indicated below.

FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: <u>Susan Chew</u> Susan Cheu (Jun 19, 2020 17:46 PDT)	By:
(Signature of Authorized Official of District)	(Signature of Authorized Official of Subrecipient)
Name: Susan Cheu	Name: Priya Jerome
Title: Vice Chancellor, Business Services	Title: Exec. Director, Procurement, Central Srvs.
Date: 06/19/2020	Date: 5/19/2020

RECOMMENDED BY

By: Jory A. Hadsell Jory A. Hadsell (Jun 5, 2020 16:34 PDT)

(Signature of Authorized Official of CVC-OEI)

Name: Jory Hadsell

Title: Executive Director

Date: 06/05/2020

Exhibits

C Reporting and Invoicing Responsibilities



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AMENDMENT to AGREEMENT

EXHIBIT J Page 1 of 1

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated August 27, 2018 between BPI Inspection Services and South Orange County Community College District for the Access Control Project, Phase 1 & 2 DSA Inspections Services.

The BPI Inspection Services and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

 Extend the existing contract term by 64 days and additional services of \$9,900.00. Original Contract end date April 27,2020. New end date of June 30,2020 Original contract total: \$300,000.00 New contract total: \$309,900.00

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

BPI Inspection Services	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Bob Payinda Signature of Authorized Representative Print Name: Bob Payinda	Signature of Authorized Representative Print Name:
Print Title: President	Exec. Director, Procurement, Central Srvs
7/6/2020 Date:	7/6/2020 Date:
Email & Phone:	Email & Phone:

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Purchase Orders and Checks
- ACTION: Ratification

BACKGROUND

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

<u>STATUS</u>

The following purchase orders are submitted to the Board of Trustees for ratification:

- 173 purchase orders \$5,000 and above amounting to \$49,610,758.21
- 351 purchase orders below \$5,000 amounting to \$467,175.52
- Combined total for all purchase orders is \$50,077,933.73

The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The District processed 981 checks in the amount of \$20,637,108.94 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the purchase orders and checks as listed.

EXHIBIT A Page 1 of 2

South Orange County Community College District

Purchase Order Ratification (Supplier)

June 25, 2020 through August 5, 2020

<u>PO #</u>	Supplier	Location	Description	Amount
P197803	AAA Electric Motor Sales & Services, Inc.	IVC	Blanket PO for General HVAC Parts and Supplies FY 20/21	7,500.00
P197819 P197974	AAA Electric Motor Sales & Services, Inc. Accrediting Commission for Community & Junior Colleges	IVC SC	Blanket PO for Contingency HVAC Parts and Supplies FY 20/21 Annual Membership Dues FY 20/21	6,000.00 40,643.00
P197950	Adrenalin Sports Apparel	IVC	Blanket PO for Embroidery Services for Athletic Teams	13,000.00
P197116 P197862	Airgas USA, LLC Alameda County Schools Insurance Group	SC SOCCCD	Blanket PO for C02 for Swimming Pool Delta Dental Benefits FY 20/21	10,000.00 1,945,000.00
P197860	Alameda County Schools Insurance Group	SOCCCD	Vision Services Benefits FY 20/21	626,000.00
P197861 P197859	Alameda County Schools Insurance Group Alameda County Schools Insurance Group	SOCCCD SOCCCD	Delta Dental Estimate of Benefits FY 20/21 Vision Services FY 20/21	450,000.00 123,000.00
P198116	American Time	SC	Blanket PO for Clock Supplies FY 20/21	5,000.00
P197920 P197409	Apple Computer, Inc. ASL Lettering, LLC	SC SC	MacBook Pro Laptops for Fine Arts Football Jerseys and Pants	97,786.33 48,547.55
P197507	ASL Lettering, LLC	SC	Football Shirts, Shorts, Socks, Hats, and Bags	19,999.53
P197791 P198067	AT&T AT&T	SC IVC	Blanket PO for Landline Telephone Service FY 20/21 Blanket PO for Landline Telephone Service FY 20/21	150,000.00 35,000.00
P198115	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - SSC - CMAS Board Approved 02/24/18	579,526.33
P197970 P197948	Blue Violet Networks, LLC Blue Violet Networks, LLC	IVC IVC	Equipment and Materials for Access Control Project - A200 - CMAS Board Approved 02/24/18 Equipment and Materials for Access Control Project - B100 - CMAS Board Approved 02/24/18	369,607.42 209,212.92
P197255	Bravo Sign & Design Inc.	SC	Blanket PO for Campus Signage FY 20/21	12,000.00
P197806 P197390	BSN Sports LLC BSN Sports LLC	IVC IVC	Women's Soccer Jerseys Women's Basketball Uniforms and Shirts	10,456.66 5,731.62
P197699	BSN Sports LLC	SC	Men's Water Polo Uniforms, Shorts and Shirts	5,112.90
P197115 P198000	Butler Chemicals, Inc. Cambridge University Press	SC SC	Blanket PO for Supplies for Drain at Culinary Village FY 20/21 Venture Books for Adult Education	6,500.00 15,283.58
P198051	CCLC/CCCAA CDW Government LLC	IVC IVC	California Community College Athletic Association Annual Dues for Irvine Valley College	7,250.00
P197857 P197959	CDW Government LLC	SC	Chromebooks for IT - FCCC Board Approved 06/25/18 Scanners for IT - FCCC Board Approved 06/25/18	195,175.79 16,679.27
P198055 P197811	CDW Government LLC Clark Security Products	SOCCCD IVC	Laptops For District IT and District Services - FCCC Board Approved 06/25/18 Blanket PO for Lock and Door Supplies FY 20/21	10,591.82 6,500.00
P197955	Community College League of California	SOCCCD	Annual Membership Dues FY 20/21	38,842.00
P197794 P197588	Constellation NewEnergy - Gas Division, LLC County of Orange	SC SC	Blanket PO for Natural Gas Supply FY 20/21 Safety & Security Communication Cost Allocation FY 20/21	350,000.00 6,009.00
P197551	County of Orange Auditor-Controller	SC	Blanket PO for Surcharge on Parking Citations FY 20/21	85,000.00
P197842 P197648	County of Orange Auditor-Controller County of Orange Auditor-Controller	IVC IVC	Blanket PO for Surcharge on Parking Citations FY 20/21 Blanket PO for Communication Charges for 800 MHz Charges for Police Department FY 20/21	42,000.00 15,000.00
P197805	County of Orange Auditor-Controller	IVC	California Law Enforcement Telecommunications System OCATS Telephone Services FY 20/21	15,000.00
P197548 P198102	County of Orange Auditor-Controller	SC SC	California Law Enforcement Telecommunications System OCATS Telephone Services FY 20/21 Imaging Server - NASPO/WSCA Board Approved 07/20/20	13,375.00 8,182.80
P198102 P197807	Dell Marketing Department of Justice	IVC	Blanket PO for Livescan and Fingerprinting Fees FY 20/21	80,000.00
P198052 P197942	Diversified Business Services Diversified Business Services	IVC IVC	Power Bankphone Chargers for Outreach Service Area Medical Supplies for Health & Wellness Center and Outreach	11,566.32 9,428.13
P197942 P197774	DS Waters of America, Inc.	SC	Blanket PO for Bottled Water Service FY 20/21	30,900.00
P197114 P197855	Eberhard Equipment	SC SOCCCD	Blanket PO for Offsite Equipment Repairs FY 20/21 Annual Membership Dues FY 20/21	9,000.00 8,307.00
P197696	Educause Errea Sport USA Inc.	IVC	Men's Soccer/Badminton Shorts, Pants, Shirts, and Socks	9,453.89
P197949 P198093	Errea Sport USA Inc. Europrint, Inc.	IVC IVC	Men's Soccer/Badminton Jackets and Bags Outreach Marketing Materials	5,159.02 8,875.37
P197254	Ewing Irrigation Products	SC	Blanket PO for Irrigation Supplies FY 20/21	20,000.00
P197910 P198103	Federal Express FHEG Saddleback College Bookstore	SOCCCD SC	Blanket PO for all District-wide Federal Express Charges FY 20/21 Summer 2020 Bookstore Rental Fees for Promise Students Cohort 2	20,000.00 6,336.88
P197813	Fisher Scientific Company, LLC	SC	Medical Lab Technician Supplies	6,027.58
P197964 P197799	Fisher Scientific Company, LLC Folsom Lake Ford	SC IVC	Instructional Supplies for Biology and Microbiology Labs (2) 2021 Campus Police Department Hybrid Interceptor SUVs	5,000.00 77,061.03
P197113	Freeway Auto Supply	SC	Blanket PO for Transportation Parts FY 20/21	7,000.00
P197550 P197814	Galls LLC Galls, LLC	SC IVC	Blanket PO for Uniforms and Supplies for the Police Department Blanket PO for Uniforms and Supplies for Irvine Valley College Police Department	8,000.00 6,000.00
P197883	Global Equipment Company, Inc.	SOCCCD	Disinfectant Wipes for District-wide Use	28,542.08
P197895 P198022	Global Equipment Company, Inc. GST	SOCCCD SC	Face Masks for District-wide Use Document Cameras for Faculty - LACCD Board Resolution 18-28	8,321.99 19,858.33
P197947	Hardy Diagnostics	IVC	Blanket PO for Supplies for Life Sciences Lab Classes FY 20/21	5,000.00
P197808 P197111	Home Depot East Irvine Store #8525 Home Depot Mission Viejo Store #614	IVC SC	Blanket PO for Maintenance Supplies FY 20/21 Blanket PO for Maintenance/Grounds/Custodial Supplies FY 20/21	8,500.00 30,000.00
P197253	Horizon	SC	Blanket PO for Grounds Supplies FY 20/21	5,000.00
P197252 P197258	Intermountain Lock and Security Supply Irvine Pipe & Supply	SC SC	Blanket PO for Locksmith Supplies FY 20/21 Blanket PO for Plumbing Supplies FY 20/21	5,000.00 7,000.00
P197809	Irvine Pipe & Supply	IVC	Blanket PO for Plumbing Supplies FY 20/21	5,000.00
P198064 P197082	Irvine Ranch Water District Jacobsen	IVC SC	Blanket PO for Water Service FY 20/21 Blanket PO for Offsite Repairs of Mowers & Carts for Transportation FY 20/21	135,000.00 6,300.00
P197257	Jacobsen	SC	Blanket PO for Mower & Cart Supplies for Transportation FY 20/21	5,000.00
P197810 P197817	Johnstone Supply Johnstone Supply	IVC IVC	Blanket PO for HVAC Parts and Supplies from HVAC Cost Center 42142 FY 20/21 Blanket PO for HVAC Parts and Supplies from Maintenance Contingency Cost Center 42160 FY 20/21	15,000.00 15,000.00
P197251	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Supplies FY 20/21	10,500.00
P198013 P197824	Johnstone Supply Keenan & Associates	IVC SOCCCD	HVAC Parts Order for Building Maintenance and Repairs Cyber Liability Premium FY 20/21	9,426.71 15,055.00
P198092	Keenan & Associates	SOCCCD	Property & Liability Claim Administration Fee FY 20/21	6,430.16
P197621 P197728	Keenan & Associates Kelly Paper	SOCCCD SC	Media Liability Premium FY 20/21 Blanket PO for Printing and Paper Supplies FY 20/21	5,452.00 5,000.00
P197140	Knorr Systems, Inc.	SC	Blanket PO for Pool Supplies FY 20/21	80,000.00
P198010 SN008525/JAG178	Main Graphics 5 Management Applications, Inc.	IVC SOCCCD	Blanket PO for Business Cards FY 20/21 Work Order for IT Consulting Services for SIS and Infrastructure Security - Board Approved 06/24/20	5,000.00 561,500.00
P197972	McKesson Medical-Surgical, Government Solutions, LLC.	SC	Blanket PO for Medical Supplies for Student Health Center FY 20/21	25,000.00
P197973 P198080	McKesson Medical-Surgical, Government Solutions, LLC. McKesson Medical-Surgical, Government Solutions, LLC.	SC IVC	Blanket PO for Medical Supplies for Child Development Center FY 20/21 Blanket PO for Medical supplies for Health & Wellness Center FY 20/21	5,000.00 5,000.00
P197956	Medco Supply Company	IVC	Supplies for Athletic Training	8,714.62
P197843 P198089	Medline Industries, Inc. Medline Industries, Inc.	IVC IVC	Medical Equipment for the Health & Wellness Center Blanket PO for Medical Supplies for Health & Wellness Center FY 20/21	15,720.56 5,000.00
P197864	MetLife Legal Plans, Inc.	SOCCCD	Blanket PO for MetLife Legal Benefits FY 20/21	115,000.00
P197674 P197793	Motorola Solutions, Inc. Moulton-Niguel Water District	IVC SC	800MHz Radio for New Ford Police Interceptor SUV Blanket PO for Water Service FY 20/21	5,157.25 175,000.00
P197953 P198053	MPS NCS Pearson, Inc.	IVC SC	Physics Lab Equipment for Online Lab Environment CareerView Books for Adult Education	43,638.75 5,617.43
SN008435/JAG174	4 Neudesic, LLC	SOCCCD	Work Order for IT Consulting Services for Student Information System - Board Approved 11/18/19	1,670,540.00
P197688 P197727	Orange Empire Conference Orange Empire Conference	IVC SC	Annual Membership Dues for Athletic Department FY 20/21 Annual Membership Dues for Athletic Department FY 20/21	7,000.00 7,000.00
P197112	O'Reilly Auto Parts	SC	Blanket PO for Auto Parts and Auto Supplies FY 20/21	5,500.00
P197072 P197853	Pacwest Air Filter, LLC	SC SC	Blanket PO for HVAC Supplies FY 20/21	5,500.00 47,000.00
SN008526/JAG184	Paradigm, Inc. 6 Penn Corporate Relocation Services	SC	Blanket PO for Diploma, Certificate and Award Printing and Mailings FY 20/21 Task Order for Relocation Services for Student Services Center Building - Board Approved 06/24/19	8,301.45
P197994 P198079	Pharmedix Pharmedix	IVC IVC	Blanket PO for Medications for Health & Wellness Center FY 20/21 Blanket PO for Health Supplies for Health & Wellness Center FY 20/21	5,000.00 5,000.00
P197701	PIPS c/o Keenan & Associates	SOCCCD	Annual Contribution for Protected Insurance Program for Schools FY 20/21	1,989,726.00
P197944 P197943	PJ Printers Pocket Nurse Enterprises, Inc.	SC SC	Wall Literary Journal 2020 Edition for Liberal Arts Division Nursing Kits for Nursing Program	6,801.79 9,488.35
P198028	Postmaster Attn: Bulk Mail	SC	Postage for Adult Education Fall Postcard Mailing	6,800.00
P197821 P197903	Powertron Battery Company Quest Diagnostics	IVC SC	Blanket PO for Battery Supplies FY 20/21 Blanket PO for Medical Supplies for Student Health Center FY 20/21	7,500.00 6,500.00
				0,000.00



EXHIBIT A Page 2 of 2

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South Orange County Community College District

Purchase Order Ratification (Supplier)

June 25, 2020 through August 5, 2020

<u>PO #</u>	Supplier	Location	Description	Amount
97828	Questyme USA	SC	Supplies and Equipment for IDF Refresh Project	10,08
97142	RDO Water, LLC	SC	Blanket PO Grounds Supplies	10,00
	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Life Insurance Benefits FY 20/21	485,00
97866	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Long-Term Disability Benefits FY 20/21	175,00
7825	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning FY 20/21	10,00
7827	Repro Xpress	SOCCCD	Blanket PO for Printing Plans for SC Gateway Building FY 20/21	10,00
7850	Ricoh USA, Inc.	SC	Blanket PO for Leases and Maintenance for (12) Walk-up Copiers FY 20/21	33,00
7849	Ricoh USA, Inc.	SC	Blanket PO for Bookletmaker and Micropress Server Service FY 20/21	23,90
	RossCo Promotions	SC	ASB Stamp Booklets and Banners	13,00
7792	San Diego Gas & Electric	SC	Blanket PO for Electricity Service FY 20/21	1,466,70
7141	SC Fuels	SC	Blanket PO for Unleaded Gasoline & Diesel Fuel for Transportation FY 20/21	60,00
7829	Schools First Federal Credit Union	SOCCCD	Blanket PO for Sabbatical Leave Bonds FY 20/21	9,3
7979	Sehi Computer Products	SC	Laptops and Monitors for students and Faculty - NASPO Board Resolution 18-07	503,4
7922	Sehi Computer Products	SC	Chromebooks for students - NASPO Board Resolution 18-07	56,0
7963	Sehi Computer Products	SC	Chromebooks for students - NASPO Board Resolution 18-07	28,0
3036	Sehi Computer Products	SC	Flat Panels and Mounting Hardware for Synchronous Webcasting - NASPO Board Resolution 18-07	13,7
7858	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for SISC Benefits for FY 20/21	23,400,0
7863	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for Blue Shield (Retiree) Benefits FY 20/21	6,000,0
730	Smart Levels Mailing & Printing Inc.	SC	Blanket Purchase Order for Contract Printing for Copy Center	15,0
937	Soliro LLC	SOCCCD	Backpack Sprayer for FMO	12,0
3091	South Orange County Community College District Workers Compensation	SOCCCD	Blanket PO for Reimbursement to Workers' Compensation Trust Account FY 20/21	80,0
3063	Southern California Edison Company	IVC	Blanket PO for Electricity Service FY 20/21	837,0
050	Southern California Edison Company	IVC	Blanket PO for Electricity Service for ATEP FY 20/21	41,2
			·	
/560	Southern California Edison Company	SOCCCD	Blanket PO for Electricity Service for 1624 ¹ / ₂ Valencia (ATEP) Exterior Lighting FY 20/21	15,0
795	Southern California Gas Company	SC	Blanket PO for Natural Gas Transportation Service FY 20/21	225,0
3066	Southern California Gas Company	IVC	Blanket PO for Natural Gas Service FY 20/21	48,0
	Southland Technology, Inc.	IVC	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 3 - Board Approved 06/24/19	1,613,1
7885	Southland Technology, Inc.	IVC	Laptops for students and Faculty - Board Approved 06/24/19	303,3
08457/JAG1789	Southland Technology, Inc.	SC	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 4 - Board Approved 06/24/19	198,0
'854	Southland Technology, Inc.	SC	Classroom Webcasting Equipment for Remote Learning - Board Approved 06/24/19	123,0
3009	Southland Technology, Inc.	IVC	Monitors for SSC Building - Board Approved 06/24/19	13,0
	Speridian Technologies LLC	SOCCCD	Work Order for IT Consulting Services for Software and Development - Board Approved 11/18/19	583,1
7607	Student Insurance	SOCCCD	Student and Athletic Insurance FY 20/21	193,3
7704	SWACC c/o Keenan & Assoc. Attn: Setech	SOCCCD	Statewide Association of Community Colleges (SWACC) Memorandum of Coverage FY 20/21	1,152,6
7904	Sysco Riverside, Inc.	SC	Blanket PO for Student Health and Wellness Center students FY 20/21	25,0
7971	Sysco Riverside, Inc.	SC	Blanket PO for Food and Supplies for Child Development Center FY 20/21	5,0
7779	Systems Source, Inc.	SOCCCD	Modular Furniture for Alameda Offices	41,3
7778	Systems Source, Inc.	SOCCCD	Delivery and Installation of Modular Furniture for Alameda Offices	8,3
08452/JAG1568	The Solis Group	IVC	Task Order for Labor Compliance Services - B100 Exterior Improvement Project - Board Approved 03/25/19	8,5
08490/JAG1810	The Solis Group	SOCCCD	Task Order for Labor Compliance Services - AV Integration/Integration at IVC & SC - Board Approved 03/25/19	7,6
	The Solis Group	IVC	Task Order for Labor Compliance Services - Roofing for PAC & A200 Building - Board Approved 03/25/19	5,7
	Teleperformance Rapid Text	IVC	Task Order for Captioning Services for College-Wide Departments (Non-DSPS) - Board Approved 9/23/19	100,0
7549		SC	Blanket PO for Safety & Security Parking Signs FY 20/21	8,0
	Traffic Management, Inc.			,
	Trane Supply	IVC	Blanket PO for HVAC Parts and Supplies FY 20/21	8,0
	Tuttle-Click Ford	SC	Blanket PO for Transportation Parts FY 20/21	5,0
	Uline, Inc.	IVC	Blanket PO for Supplies for IVC Performing Arts Center FY 20/21	5,0
7998	United Fabricare Supply, Inc.	SC	Blanket PO for Laundry Detergent Supplies for Athletics Department FY 20/21	5,4
114	United Medco, Inc.	IVC	Hand Sanitizer and Dispensers for FMO	27,4
3044	United Medco, Inc.	SC	Hand Sanitizer and Dispensers for FMO	24,0
	Unum Life Insurance Company	SOCCCD	Blanket PO for Long-Term Care Benefits FY 20/21	90,0
011	Verizon Wireless	IVC	Blanket PO for Verizon Mobile Hot Spot Service for Equity FY 20/21	36,4
3012	Verizon Wireless	IVC	Blanket PO for Verizon Mobile Hot Spot Service and 2 Phones for IT FY 20/21	5,5
145	Village Nurseries LP	SC	Blanket PO for Ground Plant Supplies FY 20/21	10,0
745 7110	Vilage Nulsenes LP Vista Paint	SC	Blanket PO for Paint FY 20/21 Blanket PO for Paint FY 20/21	
				5,0
	W. W. Grainger, Inc.	SC	Equipment and Supplies for FMO	12,0
985	Wells Fargo #4772	SOCCCD	Blanket PO for Student Registration Credit Card Processing Fees FY 20/21	18,0
'146	Willy's Auto Upholstery	SC	Blanket PO for Offsite Repair of Vehicle Seats FY 20/21	8,0
492	Wondries Fleet Group	IVC	2020 Ford Transit Wagon XL 350 for Transportation	38,2
003	Workday, Inc.	SOCCCD	Blanket PO for On Demand Education FY 20/21	10,0
946	Wright Express FSC	SOCCCD	Blanket PO for Shell Gasoline Purchase by Various departments for FY 20/21	36,0
7945	Wright Express FSC	SOCCCD	Blanket PO for Chevron Gasoline Purchases by Various Departments FY 20/21	8,3
945 775	Xerox Corporation	SC	Blanket PO for (7) Walk-up Copiers and (2) Internal Servers FY 20/21	72,0
	•			
	Xerox Corporation	SC	Blanket PO for Student Print Solution FY 20/21 - Board Approved 06/26/17	56,0
7616		SOCCCD	Blanket PO for Chancellor's Office Copiers FY 20/21 - Board Approved 06/26/17	15,0
7616 7722	Xerox Corporation			
7616 7722 7836	Xerox Corporation	SOCCCD	Blanket PO for HR Office Copiers FY 20/21 - Board Approved 06/26/17	
7616 7722			Blanket PO for HR Office Copiers FY 20/21 - Board Approved 06/26/17 Blanket PO for Copiers for Adult Education at Silverado High School - Board Approved 06/26/17 Blanket PO for FMO Copiers - Board Approved 06/26/17	10,1 7,8 5,0

173 Purchase Orders \$5,000 and Above

351 Purchase Orders Under \$5,000

49,610,758.21

467,175.52

Total Purchase Orders

50,077,933.73

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South Orange County Community College District

Purchase Order Ratification (Amount)

June 25, 2020 through August 5, 2020

	Cine III Leelth Devette Anne 11 Deve 11 11	00000-	Plankat DO fan SISO Dan slite fan 51/ 00/01	Amoun
97003	Sisc III Health Benefits Accounts Receivable	SOCCCD	Blanket PO for SISC Benefits for FY 20/21 Blanket PO for Blue Shield (Retiree) Benefits FX 20/21	23,400,0
97701	Sisc III Health Benefits Accounts Receivable PIPS c/o Keenan & Associates	SOCCCD SOCCCD	Blanket PO for Blue Shield (Retiree) Benefits FY 20/21 Annual Contribution for Protected Insurance Program for Schools FY 20/21	6,000,0 1,989,7
	Alameda County Schools Insurance Group	SOCCCD	Delta Dental Benefits FY 20/21	1,945,0
008435/JAG1744	Neudesic, LLC	SOCCCD	Work Order for IT Consulting Services for Student Information System - Board Approved 11/18/19	1,670,5
	Southland Technology, Inc.	IVC	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 3 - Board Approved 06/24/19	1,613,1
	San Diego Gas & Electric SWACC c/o Keenan & Assoc. Attn: Setech	SC SOCCCD	Blanket PO for Electricity Service FY 20/21 Statewide Association of Community Colleges (SWACC) Memorandum of Coverage FY 20/21	1,466,7 1,152,6
	Southern California Edison Company	IVC	Blanket PO for Electricity Service FY 20/21	837,0
	Alameda County Schools Insurance Group	SOCCCD	Vision Services Benefits FY 20/21	626,0
	Speridian Technologies LLC Blue Violet Networks, LLC	SOCCCD	Work Order for IT Consulting Services for Software and Development - Board Approved 11/18/19	583,1 570 F
	Management Applications, Inc.	IVC SOCCCD	Equipment and Materials for Access Control Project - SSC - CMAS Board Approved 02/24/18 Work Order for IT Consulting Services for SIS and Infrastructure Security - Board Approved 06/24/20	579,5 561,5
	Sehi Computer Products	SC	Laptops and Monitors for students and Faculty - NASPO Board Resolution 18-07	503,4
	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Life Insurance Benefits FY 20/21	485,0
	Alameda County Schools Insurance Group	SOCCCD	Delta Dental Estimate of Benefits FY 20/21	450,0
	Blue Violet Networks, LLC Constellation NewEnergy - Gas Division, LLC	IVC SC	Equipment and Materials for Access Control Project - A200 - CMAS Board Approved 02/24/18 Blanket PO for Natural Gas Supply FY 20/21	369,6 350,0
	Southland Technology, Inc.	IVC	Laptops for students and Faculty - Board Approved 06/24/19	303,3
	Southern California Gas Company	SC	Blanket PO for Natural Gas Transportation Service FY 20/21	225,0
	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - B100 - CMAS Board Approved 02/24/18	209,2
	Southland Technology, Inc. CDW Government LLC	SC IVC	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 4 - Board Approved 06/24/19 Chromebooks for IT - FCCC Board Approved 06/25/18	198,0 195,1
	Student Insurance	SOCCCD	Student and Athletic Insurance FY 20/21	195, 193,3
	Moulton-Niguel Water District	SC	Blanket PO for Water Service FY 20/21	175,0
	Reliance Standard Life Insurance Company	SOCCCD	Blanket PO for Long-Term Disability Benefits FY 20/21	175,0
	AT&T	SC	Blanket PO for Landline Telephone Service FY 20/21	150,0
	Irvine Ranch Water District	IVC SC	Blanket PO for Water Service FY 20/21	135,0
	Southland Technology, Inc. Alameda County Schools Insurance Group	SOCCCD	Classroom Webcasting Equipment for Remote Learning - Board Approved 06/24/19 Vision Services FY 20/21	123,0 123,0
	MetLife Legal Plans, Inc.	SOCCCD	Blanket PO for MetLife Legal Benefits FY 20/21	115,0
008534/JAG1537	Teleperformance Rapid Text	IVC	Task Order for Captioning Services for College-Wide Departments (Non-DSPS) - Board Approved 9/23/19	100,0
	Apple Computer, Inc.	SC	MacBook Pro Laptops for Fine Arts	97,7
	Unum Life Insurance Company County of Orange Auditor-Controller	SOCCCD SC	Blanket PO for Long-Term Care Benefits FY 20/21 Blanket PO for Surcharge on Parking Citations FY 20/21	90,0 85,0
	Department of Justice	IVC	Blanket PO for Livescan and Fingerprinting Fees FY 20/21	80,0
97140	Knorr Systems, Inc.	SC	Blanket PO for Pool Supplies FY 20/21	80,0
	South Orange County Community College District Workers Compensation	SOCCCD	Blanket PO for Reimbursement to Workers' Compensation Trust Account FY 20/21	80,0
	Folsom Lake Ford Xerox Corporation	IVC SC	(2) 2021 Campus Police Department Hybrid Interceptor SUVs Blanket PO for (7) Walk-up Copiers and (2) Internal Servers FY 20/21	77,(72,(
	SC Fuels	SC	Blanket PO for Unleaded Gasoline & Diesel Fuel for Transportation FY 20/21	72,0 60,0
	Sehi Computer Products	SC	Chromebooks for students - NASPO Board Resolution 18-07	56,0
	Xerox Corporation	SC	Blanket PO for Student Print Solution FY 20/21 - Board Approved 06/26/17	56,0
	ASL Lettering, LLC	SC	Football Jerseys and Pants	48,5
	Southern California Gas Company Paradigm, Inc.	IVC SC	Blanket PO for Natural Gas Service FY 20/21 Blanket PO for Diploma, Certificate and Award Printing and Mailings FY 20/21	48,0 47,0
	MPS	IVC	Physics Lab Equipment for Online Lab Environment	43,6
	County of Orange Auditor-Controller	IVC	Blanket PO for Surcharge on Parking Citations FY 20/21	42,0
	Systems Source, Inc.	SOCCCD	Modular Furniture for Alameda Offices	41,3
	Southern California Edison Company	IVC SC	Blanket PO for Electricity Service for ATEP FY 20/21	41,2 40,6
	Accrediting Commission for Community & Junior Colleges Community College League of California	SOCCCD	Annual Membership Dues FY 20/21 Annual Membership Dues FY 20/21	38,8
	Wondries Fleet Group	IVC	2020 Ford Transit Wagon XL 350 for Transportation	38,2
	Verizon Wireless	IVC	Blanket PO for Verizon Mobile Hot Spot Service for Equity FY 20/21	36,4
	Wright Express FSC	SOCCCD	Blanket PO for Shell Gasoline Purchase by Various departments for FY 20/21	36,0
	AT&T Ricoh USA, Inc.	IVC SC	Blanket PO for Landline Telephone Service FY 20/21 Blanket PO for Leases and Maintenance for (12) Walk-up Copiers FY 20/21	35,0 33,0
	DS Waters of America, Inc.	SC	Blanket PO for Bottled Water Service FY 20/21	30,9
97111	Home Depot Mission Viejo Store #614	SC	Blanket PO for Maintenance/Grounds/Custodial Supplies FY 20/21	30,0
	Global Equipment Company, Inc.	SOCCCD	Disinfectant Wipes for District-wide Use	28,5
	Sehi Computer Products United Medco, Inc.	SC IVC	Chromebooks for students - NASPO Board Resolution 18-07 Hand Sanitizer and Dispensers for FMO	28,0 27,4
	McKesson Medical-Surgical, Government Solutions, LLC.	SC	Blanket PO for Medical Supplies for Student Health Center FY 20/21	25,0
	Sysco Riverside, Inc.	SC	Blanket PO for Student Health and Wellness Center students FY 20/21	25,0
	United Medco, Inc.	SC	Hand Sanitizer and Dispensers for FMO	24,0
	Ricoh USA, Inc.	SC	Blanket PO for Bookletmaker and Micropress Server Service FY 20/21	23,9
	Ewing Irrigation Products	SC SOCCCD	Blanket PO for Irrigation Supplies FY 20/21 Blanket PO for all District wide Ecdard Express Charges FX 20/21	20,0
	Federal Express ASL Lettering, LLC	SOLUUD	Blanket PO for all District-wide Federal Express Charges FY 20/21 Football Shirts, Shorts, Socks, Hats, and Bags	20,0 19,9
	GST	SC	Document Cameras for Faculty - LACCD Board Resolution 18-28	19,8
97985	Wells Fargo #4772	SOCCCD	Blanket PO for Student Registration Credit Card Processing Fees FY 20/21	18,0
	CDW Government LLC	SC	Scanners for IT - FCCC Board Approved 06/25/18	16,6
	Medline Industries, Inc. Cambridge University Press	IVC SC	Medical Equipment for the Health & Wellness Center Venture Books for Adult Education	15,7 15,2
	Keenan & Associates	SOCCCD	Cyber Liability Premium FY 20/21	15,2
97648	County of Orange Auditor-Controller	IVC	Blanket PO for Communication Charges for 800 MHz Charges for Police Department FY 20/21	15,0
97805	County of Orange Auditor-Controller	IVC	California Law Enforcement Telecommunications System OCATS Telephone Services FY 20/21	15,0
	Johnstone Supply	IVC	Blanket PO for HVAC Parts and Supplies from HVAC Cost Center 42142 FY 20/21 Blanket PO for HVAC Parts and Supplies from Maintenance Contingency Cost Center 42160 EX 20/21	15,0
	Johnstone Supply Smart Levels Mailing & Printing Inc.	IVC SC	Blanket PO for HVAC Parts and Supplies from Maintenance Contingency Cost Center 42160 FY 20/21 Blanket Purchase Order for Contract Printing for Copy Center	15,0 15,0
	Southern California Edison Company	SOCCCD	Blanket PO for Electricity Service for 1624½ Valencia (ATEP) Exterior Lighting FY 20/21	15,0
97722	Xerox Corporation	SOCCCD	Blanket PO for Chancellor's Office Copiers FY 20/21 - Board Approved 06/26/17	15,0
	Sehi Computer Products	SC	Flat Panels and Mounting Hardware for Synchronous Webcasting - NASPO Board Resolution 18-07	13,7
	County of Orange Auditor-Controller Southland Technology, Inc.	SC IVC	California Law Enforcement Telecommunications System OCATS Telephone Services FY 20/21 Monitors for SSC Building - Board Approved 06/24/19	13,3 13,0
	Adrenalin Sports Apparel	IVC	Blanket PO for Embroidery Services for Athletic Teams	13,0
	RossCo Promotions	SC	ASB Stamp Booklets and Banners	13,0
	W. W. Grainger, Inc.	SC	Equipment and Supplies for FMO	12,0
	Soliro LLC Prove Sign & Design Inc.	SOCCCD	Backpack Sprayer for FMO	12,
	Bravo Sign & Design Inc. Diversified Business Services	SC IVC	Blanket PO for Campus Signage FY 20/21 Power Bankphone Chargers for Outreach Service Area	12,0 11,9
	CDW Government LLC	SOCCCD	Laptops For District IT and District Services - FCCC Board Approved 06/25/18	10,5
97251	Johnstone Supply	SC	Blanket PO for HVAC Maintenance Supplies FY 20/21	10,5
	BSN Sports LLC	IVC	Women's Soccer Jerseys	10,4
	Xerox Corporation	SOCCCD	Blanket PO for HR Office Copiers FY 20/21 - Board Approved 06/26/17	10,1
	Questyme USA Airgas USA, LLC	SC SC	Supplies and Equipment for IDF Refresh Project Blanket PO for C02 for Swimming Pool	10,(10,(
	RDO Water, LLC	SC	Blanket PO for Co2 for Swimming Pool Blanket PO Grounds Supplies	10,0
	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning FY 20/21	10,0
97827	Repro Xpress	SOCCCD	Blanket PO for Printing Plans for SC Gateway Building FY 20/21	10,0
	Village Nurseries LP	SC	Blanket PO for Ground Plant Supplies FY 20/21	10,0
		SOCCCD	Blanket PO for On Demand Education FY 20/21	10,0
98003	Workday, Inc.		Nursing Kits for Nursing Program	<u>^</u>
98003 97943	Pocket Nurse Enterprises, Inc. Errea Sport USA Inc.	SC IVC	Nursing Kits for Nursing Program Men's Soccer/Badminton Shorts, Pants, Shirts, and Socks	9,4 9,4

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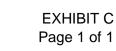
South Orange County Community College District

Purchase Order Ratification (Amount)

June 25, 2020 through August 5, 2020

<u>PO #</u>	Supplier	Location	Description	Amount
197829	Schools First Federal Credit Union	SOCCCD	Blanket PO for Sabbatical Leave Bonds FY 20/21	9,350
197114	Eberhard Equipment	SC	Blanket PO for Offsite Equipment Repairs FY 20/21	9,000
198093	Europrint, Inc.	IVC	Outreach Marketing Materials	8,875
197956	Medco Supply Company	IVC	Supplies for Athletic Training	8,714
	8 The Solis Group	IVC	Task Order for Labor Compliance Services - B100 Exterior Improvement Project - Board Approved 03/25/19	8,580
197808	Home Depot East Irvine Store #8525	IVC	Blanket PO for Maintenance Supplies FY 20/21	8,500
197778	Systems Source, Inc.	SOCCCD	Delivery and Installation of Modular Furniture for Alameda Offices	8,394
197895	Global Equipment Company, Inc.	SOCCCD	Face Masks for District-wide Use	8,321
197855	Educause	SOCCCD	Annual Membership Dues FY 20/21	8,307
	6 Penn Corporate Relocation Services	SC	Task Order for Relocation Services for Student Services Center Building - Board Approved 06/24/19	8,301
197945	Wright Express FSC	SOCCCD	Blanket PO for Chevron Gasoline Purchases by Various Departments FY 20/21	8,300
198102	Dell Marketing	SC	Imaging Server - NASPO/WSCA Board Approved 07/20/20	8,182
197550	Galls LLC	SC	Blanket PO for Uniforms and Supplies for the Police Department	8,000
197549	Traffic Management, Inc.	SC	Blanket PO for Safety & Security Parking Signs FY 20/21	8,000
197820	Trane Supply	IVC	Blanket PO for HVAC Parts and Supplies FY 20/21	8,000
197146	Willy's Auto Upholstery	SC	Blanket PO for Offsite Repair of Vehicle Seats FY 20/21	8,000
197938	Xerox Corporation	SC	Blanket PO for Copiers for Adult Education at Silverado High School - Board Approved 06/26/17	7,821
	0 The Solis Group	SOCCCD	Task Order for Labor Compliance Services - AV Integration/Integration at IVC & SC - Board Approved 03/25/19	7,692
197803	AAA Electric Motor Sales & Services, Inc.	IVC	Blanket PO for General HVAC Parts and Supplies FY 20/21	7,500
197821	Powertron Battery Company	IVC	Blanket PO for Battery Supplies FY 20/21	7,500
198051	CCLC/CCCAA	IVC	California Community College Athletic Association Annual Dues for Irvine Valley College	7,250
97113	Freeway Auto Supply	SC	Blanket PO for Transportation Parts FY 20/21	7,00
197258	Irvine Pipe & Supply	SC	Blanket PO for Plumbing Supplies FY 20/21	7,000
197688	Orange Empire Conference	IVC	Annual Membership Dues for Athletic Department FY 20/21	7,000
197727	Orange Empire Conference	SC	Annual Membership Dues for Athletic Department FY 20/21	7,000
197944	PJ Printers	SC	Wall Literary Journal 2020 Edition for Liberal Arts Division	6,80
198028	Postmaster Attn: Bulk Mail	SC	Postage for Adult Education Fall Postcard Mailing	6,80
197115	Butler Chemicals, Inc.	SC	Blanket PO for Supplies for Drain at Culinary Village FY 20/21	6,50
97811	Clark Security Products	IVC	Blanket PO for Lock and Door Supplies FY 20/21	6,50
97903	Quest Diagnostics	SC	Blanket PO for Medical Supplies for Student Health Center FY 20/21	6,500
98092	Keenan & Associates	SOCCCD	Property & Liability Claim Administration Fee FY 20/21	6,43
98103	FHEG Saddleback College Bookstore	SC	Summer 2020 Bookstore Rental Fees for Promise Students Cohort 2	6,33
97082	Jacobsen	SC	Blanket PO for Offsite Repairs of Mowers & Carts for Transportation FY 20/21	6,30
197813	Fisher Scientific Company, LLC	SC	Medical Lab Technician Supplies	6,02 ⁻
197588	County of Orange	SC	Safety & Security Communication Cost Allocation FY 20/21	6,009
197819	AAA Electric Motor Sales & Services, Inc.	IVC	Blanket PO for Contingency HVAC Parts and Supplies FY 20/21	6,000
197814	Galls, LLC	IVC	Blanket PO for Uniforms and Supplies for Irvine Valley College Police Department	6,000
197390	BSN Sports LLC	IVC	Women's Basketball Uniforms and Shirts	5,73 ²
N008405/JAG156	37 The Solis Group	IVC	Task Order for Labor Compliance Services - Roofing for PAC & A200 Building - Board Approved 03/25/19	5,720
198053	NCS Pearson, Inc.	SC	CareerView Books for Adult Education	5,617
198012	Verizon Wireless	IVC	Blanket PO for Verizon Mobile Hot Spot Service and 2 Phones for IT FY 20/21	5,588
197112	O'Reilly Auto Parts	SC	Blanket PO for Auto Parts and Auto Supplies FY 20/21	5,500
197072	Pacwest Air Filter, LLC	SC	Blanket PO for HVAC Supplies FY 20/21	5,500
197998	United Fabricare Supply, Inc.	SC	Blanket PO for Laundry Detergent Supplies for Athletics Department FY 20/21	5,468
197621	Keenan & Associates	SOCCCD	Media Liability Premium FY 20/21	5,452
197949	Errea Sport USA Inc.	IVC	Men's Soccer/Badminton Jackets and Bags	5,159
197674	Motorola Solutions, Inc.	IVC	800MHz Radio for New Ford Police Interceptor SUV	5,15
197699	BSN Sports LLC	SC	Men's Water Polo Uniforms, Shorts and Shirts	5,112
198116	American Time	SC	Blanket PO for Clock Supplies FY 20/21	5,00
97964	Fisher Scientific Company, LLC	SC	Instructional Supplies for Biology and Microbiology Labs	5,00
97947	Hardy Diagnostics	IVC	Blanket PO for Supplies for Life Sciences Lab Classes FY 20/21	5,00
97253	Horizon	SC	Blanket PO for Grounds Supplies FY 20/21	5,00
97252	Intermountain Lock and Security Supply	SC	Blanket PO for Locksmith Supplies FY 20/21	5,00
97809	Irvine Pipe & Supply	IVC	Blanket PO for Plumbing Supplies FY 20/21	5,00
97257	Jacobsen	SC	Blanket PO for Mower & Cart Supplies for Transportation FY 20/21	5,00
97728	Kelly Paper	SC	Blanket PO for Printing and Paper Supplies FY 20/21	5,00
98010	Main Graphics	IVC	Blanket PO for Business Cards FY 20/21	5,00
97973	Main Graphics McKesson Medical-Surgical, Government Solutions, LLC.	SC	Blanket PO for Medical Supplies for Child Development Center FY 20/21	5,00
98080	McKesson Medical-Surgical, Government Solutions, LLC.	IVC	Blanket PO for Medical supplies for Health & Wellness Center FY 20/21	5,00
98089	Medine Industries, Inc.	IVC	Blanket PO for Medical Supplies for Health & Wellness Center FY 20/21	5,00 5,00
197994	Pharmedix	IVC	Blanket PO for Medications for Health & Wellness Center FY 20/21	5,00
109070	Pharmedix	IVC SC	Blanket PO for Health Supplies for Health & Wellness Center FY 20/21	5,00
	Succe Diverside Inc	NI	Blanket PO for Food and Supplies for Child Development Center FY 20/21	5,00
197971	Sysco Riverside, Inc.			
197971 197144	Tuttle-Click Ford	SC	Blanket PO for Transportation Parts FY 20/21	5,000
198079 197971 197144 197822 197110	•			5,000 5,000 5,000

173 Purchase Orders \$5,000 and Above49,610,758.21351 Purchase Orders Under \$5,000467,175.52Total Purchase Orders50,077,933.73





Check Ratification

June 25, 2020 through August 5, 2020

<u>Fund</u>	<u>Checks</u>	Amount
01 General Fund	782	10,358,760.83
07 IVC Community Education	1	300.00
09 SC Community Education	32	44,753.06
12 Child Development	3	308.93
40 Capital Outlay	132	9,639,904.87
68 Self Insurance	4	19,799.92
71 Retiree Benefit	2	507,962.50
95 SC Associated Student Government	17	45,529.88
96 IVC Associated Student Government	8	19,788.95
Total	981	20,637,108.94

ITEM: 5.12 DATE: 8/31/20

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Contracts
- ACTION: Ratification

BACKGROUND

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to approve individual business contracts less than \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$95,200 for equipment, supplies and maintenance projects.

STATUS

From June 16, 2020 through July 27, 2020, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 135 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	76	≥\$5,000 to <\$200,000	\$2,518,742.99
В	5	\$ Zero Value	\$0.00
С	5	≥\$15,000 to <\$200,000	\$223,075.00
N/A	49	Under \$5,000	\$100,241.57
TOTAL	135		\$2,842,059.56

RECOMMENDATION

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



June 16, 2020 through July 27, 2020 Contracts with Values between \$5,000 and \$200,000 Board Date: August 31, 2020

CONTRACTOR NAME

CONTRACT AMOUNT

CDW Government LLC	\$149,400.00
Software License Agreement – Renewal of VMWare annual	
maintenance, support and license for virtual desktop software from	
8/1/2020 to 7/31/2021.	
Saddleback College	
The Ritz-Carlton Laguna Niguel	\$134,852.00
Catering Agreement (Amend No. 1) - No-cost revision to change	
foundation Gala event date to 11/13/2021.	
Saddleback College Foundation	
FLS International	\$122,916.00
License to Use Agreement - For use of campus facilities for foreign	Revenue
language education and cultural training classes from 7/1/2019 to	
6/30/2020.	
Saddleback College	
Perkins Eastman Architects, DPC	\$113,300.00
Architectural Services Agreement (Amend No. 1 and 2) - To increase	
contract value by \$14,900 from current agreement amount of \$98,400 for	
additional fire sprinkler design services for the B200 Chemistry Labs, Year	
2 Project through 11/30/2021.	
Irvine Valley College	
Community College League of California	\$98,130.86
Software License Agreement (Amend No. 1) – To increase contract value	
by \$1,507 from current agreement amount of \$96,623.86 to add	
Academic Complete subscription to the Library electronic database	
through 6/30/2021.	
Saddleback College	
Cranium Café LLC	\$95,513.60
Software License Agreement – Renewal of subscription for online tutoring	
platform from 7/20/2020 to 6/30/2023.	
Irvine Valley College	

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Academic Chess of Orange County LLC Educational Services Agreement – To provide chess classes for the Community Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$95,000.00
Brainstorm Studios LLC Educational Services Agreement – To provide application and game development classes for the Community Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$95,000.00
Interact Communications, Inc. Professional Services Agreement (Amend No. 1) – To increase contract value by \$45,000 from current agreement amount of \$44,940 for additional digital advertising campaign services promoting career education and to extend term by six months through 12/31/2020. Irvine Valley College	\$89,940.00
Digital Deployment, Inc. Professional Services Agreement – To provide ADA and 508 compliant website re-design services for Extended Learning, Adult Education, and the Emeritus Institute from 7/16/2020 to 6/21/2021. Saddleback College	\$72,475.00
<u>CDW Government LLC</u> Software License Agreement – VMware Airwatch licenses for mobile device management used by Technology Services from 8/1/2020 to 7/31/2021. Saddleback College	\$70,770.00
<u>CollegeSource, Inc.</u> Software License Agreement – Renewal of maintenance, support and subscription for uAchieve Cloud with Map Integration degree auditing software from 8/1/2020 to 7/31/2021. District Services	\$68,464.00
<u>Concept3D, Inc.</u> Software License Agreement – For BaseMap Software subscription to host 3D interactive campus maps from 6/22/2020 to 6/21/2023. Saddleback College	\$63,185.00
<u>WikiThink LLC</u> Educational Services Agreement – To provide math tutoring for the Community Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$60,000.00

<u>CDW Government LLC</u> Software License Agreement – Renewal of VMWare annual maintenance, support and license for server virtualization from 7/31/2020 to 7/30/2021. District Services	\$56,892.00
District Services	
OCLC, Inc. Software License Agreement – Renewal of subscription to WorldShare Management Services library system from 7/1/2020 to 6/30/2021. District Services	\$53,717.00
<u>Concentric Sky, Inc.</u> Software License Agreement – For Pathways Mapper interactive site for program and course visualization from 7/1/2020 to 2/27/2021. Saddleback College	\$50,000.00
<u>Fit Kids America</u> Educational Services Agreement – To provide athletic classes for the Community Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$50,000.00
<u>Community College League of California</u> Software License Agreement – Renewal of electronic database subscription for Library from 7/1/2020 to 6/30/2021. Irvine Valley College	\$49,406.02
PlanNet Consulting Professional Services Agreement (Amend No. 1) – To increase contract value by \$6,207.50 from current agreement amount of \$41,600 to complete a comprehensive assessment of current data centers through 1/31/2020. District Services	\$47,807.50
Loomis Independent Contractor Agreement – To provide cash handling and armored car services from 7/1/2020 to 6/30/2023. District Services	\$45,000.00
Dick Vosper Broadcast Services Independent Contractor Agreement – To provide inspection, transmitter maintenance and repair services for college radio station to comply with FCC regulations from 7/1/2020 to 6/30/2023. Saddleback College	\$44,997.00
Phoenix Group Information Systems Software License Agreement – Renewal of parking citation management software system from 6/1/2020 to 5/31/2022. Saddleback College	\$43,000.00

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Good for Nothing, Inc. Educational Services Agreement (Amend No. 1) – To provide narrative story structure classes, revise payment terms and include COVID-19 protocols for the Community Education program through 6/30/2021. Saddleback College	\$40,000.00
RedRock Security & Cabling, Inc. Professional Services Agreement - To provide data transfer to new Imron access system and system operations training from 6/1/2020 to 6/30/2020.	\$38,561.25
District Services	
Tableau Software LLCSoftware License Agreement – Renewal of Server Core Commercial andDesktop Professional User data analytics software from 7/24/2020 to7/23/2021.District Services	\$35,400.00
<u>CDW Government LLC</u> Software License Agreement – Renewal of Symantec Endpoint Protection maintenance and support for District-wide email system from 7/13/2020 to 7/12/2021. District Services	\$35,050.00
Bionerds Educational Services Agreement – To provide biology classes for the Community Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$30,000.00
Latino Center for Prevention and Action in Health and Welfare Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$17,840 from current agreement amount of \$12,160 for Spanish language parenting classes for the Foster and Kinship Care Education program and to extend term by two years through 6/20/2022. Saddleback College	\$30,000.00
Duo Security, Inc. Software License Agreement – Renewal of two-factor authentication software for signing in to SOCCCD portal and Virtual Desktop Infrastructure environment from 7/1/2020 to 6/30/2021. District Services	\$27,500.00
KOM Software, Inc. Software License Agreement – Renewal of KOMpliance data security software from 7/1/2020 to 12/30/2020. District Services	\$25,536.00
EAB Global, Inc. Hosting Services Agreement – For hosting customized virtual tour video recordings of campus from 7/10/2020 to 7/9/2021. Irvine Valley College	\$25,000.00

Brain Builders STEM Education, Inc. \$20,000.00 Educational Services Agreement – To provide STEM-related classes for \$20,000.00 Educational Services Agreement – To provide STEM-related classes for \$19,996.00 Professional Services Agreement – To provide advertising and media \$19,996.00 Professional Services Agreement – To provide advertising and media \$19,996.00 Professional Services Agreement – To provide advertising and media \$19,996.00 Professional Services Agreement (Amend No. 1) – No-cost twelve month \$19,360.00 Professional Services Agreement (Amend No. 1) – No-cost twelve month \$19,360.00 Professional Services Agreement to Alcon employees for the EWD program \$19,360.00 Professional Services Agreement – To provide location and catering \$17,000.00 Facility Use and Catering Agreement – To provide location and catering \$17,000.00 Facility Use and Catering Agreement – To provide location and catering \$16,188.92 Professional Services Agreement – Renewal of annual autoclave \$16,188.92 Professional Services Agreement – To provide Spanish and Italian \$16,000.00 Steris Corporation \$16,000.00 Professional Services Agreement – To provide Spanish and Italian \$16,000.00 Conversa, Inc. \$16,000.00
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Professional Services Agreement (Amend No. 1) – No-cost twelve month extension to provide customized training in Business Management and Continuous Improvement to Alcon employees for the EWD program through 6/20/2021.Saddleback CollegeArroyo Trabuco Golf Club Facility Use and Catering Agreement – To provide location and catering services for Athletics department Annual Golf Tournament on 5/27/2021. Saddleback College Foundation\$17,000.00Steris Corporation Professional Services Agreement – Renewal of annual autoclave maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College\$16,188.92Conversa, Inc. Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.\$16,000.00
Arroyo Trabuco Golf Club\$17,000.00Facility Use and Catering Agreement – To provide location and catering services for Athletics department Annual Golf Tournament on 5/27/2021. Saddleback College Foundation\$16,188.92Steris Corporation Professional Services Agreement – Renewal of annual autoclave maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College\$16,000.00Conversa, Inc. Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.\$16,000.00
Facility Use and Catering Agreement – To provide location and catering services for Athletics department Annual Golf Tournament on 5/27/2021. Saddleback College Foundation\$16,188.92Steris Corporation Professional Services Agreement – Renewal of annual autoclave maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College\$16,000.00Conversa, Inc. Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.\$16,000.00
services for Athletics department Annual Golf Tournament on 5/27/2021. Saddleback College Foundation\$16,188.92Steris Corporation Professional Services Agreement – Renewal of annual autoclave maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College\$16,000.00Conversa, Inc. Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.\$16,000.00
Professional Services Agreement – Renewal of annual autoclave maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College Conversa, Inc. Irvine Valley College Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021. \$16,000.00
maintenance services from 9/1/2020 to 8/31/2021. Irvine Valley College <u>Conversa, Inc.</u> \$16,000.00 Educational Services Agreement – To provide Spanish and Italian \$16,000.00 language classes for the Community Education program from 7/1/2020 to \$16,000.00
Conversa, Inc.\$16,000.00Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.\$16,000.00
Educational Services Agreement – To provide Spanish and Italian language classes for the Community Education program from 7/1/2020 to 6/30/2021.
Saddleback College
Data to Design\$16,000.00Independent Contractor Agreement – To provide brochure design and production services for Gaucho Guide and Before and After School\$16,000.00Enrichment brochure from 7/1/2020 to 6/30/2021.\$10,000.00
Saddleback College
<u>NCX Group, Inc.</u> \$15,000.00 Professional Services Agreement – To provide security assessment consulting services to address security related audit findings from 7/15/2020 to 9/30/2020.
District Services
Stedman Computer Systems\$14,676.00Software License Agreement – Renewal of Microsoft Academic Visual\$14,676.00Studio Windows Enterprise with MSDN software for SIS enhancementsfrom 6/26/2020 to 6/25/2022.District ServicesDistrict Services

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Hudl	\$13,924.76
Software License Agreement – Renewal of subscription for online video	
editing, analysis, and coaching tools used by the Athletics department	
from 7/15/2020 to 7/15/2021.	
Saddleback College	
H2 Environmental Consulting Services, Inc.	\$13,840.00
Environmental Services Agreement (Amend No. 1) – No-cost reallocation of allowance amounts for HVAC Roofing Survey Project through 8/31/2020.	
Irvine Valley College	
Haitbrink Asphalt Paving, Inc.	\$13,000.00
Field Services Agreement – To replace stairs in Parking Lot 7A Project from 5/15/2020 to 8/15/2020.	
Saddleback College	
Legend Theatrical	\$12,900.05
Independent Contractor Agreement (Amend No. 1) – No-cost, six month	
extension to provide and install orchestra pit netting in the McKinney	
Theater through 12/31/2020.	
Saddleback College	
Jaggaer LLC	\$12,875.00
Professional Services Agreement (Amend No. 2) – To increase contract	
value by \$2,000 from current agreement amount of \$10,875 for additional	
integration consulting services to the Contracts Management System (CMS) through 12/31/2020.	
District Services	
Hyland LLC	\$12,000.00
Software License Agreement – Renewal of Perceptive Web Scanning software and maintenance from 7/1/2020 to 6/30/2021.	
Irvine Valley College	
Embee Technologies	\$11,900.00
Field Services Agreement – To provide electrical services for new	φ. 1,000.00
workstations at Alameda offices from 8/1/2020 to 8/31/2020.	
District Services	
CollegeSource, Inc.	\$11,451.00
Software License Agreement – Renewal of TES Online Campus Access	<i></i> , <i></i>
software used by the Counseling Office to evaluate student transfer from $2/1/2020$ to $1/31/2021$.	
Irvine Valley College	

EXHIBIT A Page 7 of 9

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Economic Modeling, LLC of Moscow, Idaho Software License Agreement (Amend No. 1) – To increase contract value	\$10,833.33
by \$833.33 from current agreement amount of \$10,000 for adding Career	
Coach license and to extend term by one month through 6/30/2020.	
Saddleback College	
Blackbaud, Inc.	\$10,210.25
Software License Agreement – Renewal of scholarship award	
management software from 8/3/2020 to 8/2/2021.	
Irvine Valley College Foundation	
CDW Government LLC	\$10,106.00
Software License Agreement – Renewal of Metalogix software for email	
management system from 7/1/2020 to 6/30/2021.	
District Services	
Economic Modeling, LLC of Moscow, Idaho	\$10,000.00
Software License Agreement – Renewal of Career Coach license for	
labor market information from 7/1/2020 to 6/30/2021. Saddleback College	
Pastiche Ventures LLC	\$10,000.00
Educational Services Agreement (Amend No. 1) – No-cost revision to payment terms and to include COVID-19 protocols for online creative	
writing and publishing classes for the Community Education program	
through 6/30/2021.	
Saddleback College	
The MathWorks, Inc.	\$9,750.00
Software License Agreement – Renewal of MATLAB mathematics lab	ψ 3 ,730.00
software from 7/1/2020 to 6/30/2021.	
Irvine Valley College	
Crown Fonce Co	¢0,720,00
<u>Crown Fence Co.</u> Field Services Agreement – To provide campus-wide chain-link gate and	\$9,720.00
fence repairs from 3/18/2020 to 6/18/2020.	
Saddleback College	
	<u> </u>
Siteimprove, Inc.	\$9,912.87
Software License Agreement – Renewal of subscription for website optimization and accessibility checks, including search engine	
optimization and accessibility checks, including search engine optimization, from 7/1/2020 to 6/30/2021.	
Saddleback College	
	<u>¢0 404 40</u>
Symplicity Corporation Professional Services Agreement – To provide data extract of files to a	\$8,421.12
Professional Services Agreement – To provide data extract of files to a hosted site from 7/1/2020 to 12/31/2020.	
Irvine Valley College and Saddleback College	

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NN, Inc. Power Solutions Division	\$8,265.60
Instructional Services Agreement– To provide onsite or online customized	Revenue
training in Lean Six Sigma to NN, Inc. employees from 8/7/2020 to	
8/21/2020.	
Saddleback College	
VFS Fire & Security Services	\$7,985.00
Field Services Agreement – To provide campus-wide sprinkler repairs in	φ7,985.00
SSC, PAC, Library, LSB, Lot 4 and B200 from 5/15/2020 to 6/30/2020.	
Irvine Valley College	
Haitbrink Asphalt Paving, Inc.	\$7,760.00
Field Services Agreement – To repair and replace asphalt patch work	
campus-wide from 5/1/2020 to 8/1/2020.	
Saddleback College	
NMK Corporation	\$7,500.00
Professional Services Agreement – To integrate Microsoft Teams with	. ,
existing Cisco Call-Manager phone system from 7/20/2020 to 10/31/2020.	
District Services	
DuroMED Lloolth Quaterna	Ф 7 500 00
PyraMED Health Systems	\$7,500.00
Software License Agreement – Renewal of EASyMEDIX medical	
prescription tracking software for Health Center from 6/1/2020 to	
5/31/2025.	
Irvine Valley College	
Pacific Parking Systems, Inc.	\$7,200.00
Independent Contractor Agreement – Annual preventative maintenance	. ,
for Ventek parking permit machines from 7/1/2020 to 6/30/2021.	
Saddleback College	
	\$7,007.55
Siteimprove, Inc.	σσ. 100, 1φ
Software License Agreement – Renewal of subscription for website	
optimization and accessibility checks, including search engine	
optimization, from 7/1/2020 to 6/30/2021.	
Irvine Valley College	¢7,000,00
LogMeIn USA, Inc.	\$7,006.39
Software License Agreement – For Central Base license to enable remote	
access to Macintosh computers on campus from 6/17/2020 to 6/16/2023.	
Irvine Valley College	
CDW Government LLC	\$6,768.75
Software License Agreement – Renewal of BitDefender Desktop Security	
licenses from 7/29/2020 to 7/28/2021.	
District Services	

Software License Agreement – For UserLock license to control virtual computer labs accessed by students from 7/1/2020 to 6/30/2021. Saddleback College Mark IV Communications, Inc. Field Services Agreement – To provide network cabling services for new workstations at Alameda offices from 8/1/2020 to 8/31/2020. S6,475. Quezada Pro Landscape. Inc. Field Services Agreement – To provide weed abatement services from 6/15/2020 to 7/15/2020. Saddleback College Parchment, Inc. Saddleback College \$5,570. Software License Agreement – Renewal of transcript services subscription from 7/1/2020 to 6/30/2021. Saddleback College Orange County Department of Education S5,500. Software License Agreement – Renewal of digital imaging license for the Payroll department from 7/1/2020 to 6/30/2021. Stotoxer Software License Agreement – Renewal of AVID and AHE licenses for college readiness products and services from 7/1/2020 to 6/30/2021. \$5,000. Software License Agreement – Renewal of AVID and AHE licenses for college readiness products and services from 7/1/2020 to 6/30/2021. \$5,000. Independent Contractor Agreement – To provide background investigation services for campus Police department from 7/1/2020 to 6/30/2021. \$5,000. Independent Contractor Agreement – To provide document translation services for the Adult Education program from 7/1/2020 to 6/30/2022. \$5,000. Independent Contractor Agreement – To provide document translati		r age 5 or 3
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Saddleback College	onal Services Agreement – To provide digital photography and expression classes for the Community Education program from	\$5,000.00



June 16, 2020 through July 27, 2020 Contracts with Value of \$0 Board Date: August 31, 2020

California Community Colleges \$0.00 Memorandum of Understanding - To authorize participation in TechConnect Grant project at Palomar College for customized learning tool integrations to Canvas LMS from 7/13/2020 to 6/30/2021. Saddleback College Corona Regional Medical Center \$0.00 Clinical Affiliation Agreement - To provide a clinical site for students enrolled in Medical Laboratory Technician/Phlebotomy program from 7/10/2020 to 7/9/2023. Saddleback College Regents of the University of California at Irvine \$0.00 Clinical Affiliation Agreement – To provide a clinical site for students enrolled in Nursing and Phlebotomy programs from 7/17/2020 to 8/31/2020. Saddleback College Saddleback Valley Community Church \$0.00 Facility Use Agreement (Amend No. 1) - No-cost, twelve month extension of location use for Foster & Kinship Care Education classes through 6/30/2021. Saddleback College The Salvation Army Orange County Coordination \$0.00 Clinical Affiliation Agreement – To provide a clinical site for students enrolled in Human Services program from 8/1/2020 to 7/31/2022. Saddleback College

CONTRACTOR NAME

CONTRACT AMOUNT

June 16, 2020 through July 27, 2020



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

Board Date: August 31, 2020

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
Brightview Landscape Services, Inc. (#1719) Field Services Agreement: To provide landscape services for ATEP. District Services	N/A	\$90,436.00			CUPCCAA Maintenance Contract under bid limit of \$95,200, awarded to Contractor who agreed to hold pricing firm for one additional year resulting from Bid No. 26. District determined that there was no competitive advantage to going back out to bid for an additional one- year term. The contractor was the lowest, responsive, responsible bidder, and has faithfully rendered services through the last one year contract term.

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
Hampton Tedder Electric Co., Inc. (#1403) Field Services Agreement: To provide labor and materials to replace HV-1 Main Breaker. Saddleback College	N/A	\$49,800.00	1	1	Contract awarded to SDG&E required contractor.
Sports Facilities Group, Inc. (#1450) Field Services Agreement: To deliver and install bleachers for Tennis Center. Saddleback College	1 No cost.	\$34,267.00	N/A	N/A	To extend completion date by 185 days.
Jarvis Restoration (#1459) Field Services Agreement: To provide water removal and restoration services for the Business Sciences and Technology Innovation Center Building. Irvine Valley College	N/A	\$32,272.00	3	1	Contract awarded to lowest responsive, responsible bidder.
PDG Wallcoverings (#1476) Field Services Agreement: To install window blinds and door shades in the BGS building. Saddleback College	N/A	\$16,300.00	3	1	Contract awarded to lowest responsive, responsible bidder.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD (Irvine Valley College) Renewal of Capistrano Unified School District (CUSD), College and Career Access Pathway (CCAP), 2020-2023
- **ACTION:** Approval

BACKGROUND

AB 288 Public Schools: College and Career Access Pathways (CCAP), passed in 2015 and extended by AB30 in 2019, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into an agreement to deliver Irvine Valley College courses to students at Dana Hills High School. This CCAP partnership provides the opportunity for students to gain an early start to a certificate and/or degree in biotechnology. The agreement addresses all sections of Education Code 76004.

<u>STATUS</u>

The first SOCCCD and CUSD CCAP agreement was approved in 2016 and renewed through summer 2020, providing the Biotechnology: Lab Assistant educational pathway at Dana Hills High School. More than 100 unduplicated Dana Hills High School students took CCAP dual enrollment courses in Biotechnology as a result of this agreement.

The Dual Enrollment between SOCCCD (Irvine Valley College) and Capistrano Unified School District College & Career Access Pathways Partnership Agreement (EXHIBIT A) extends the partnership for three additional years through August 31, 2023.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Dual Enrollment, SOCCCD (Irvine Valley College) and CUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between **Irvine Valley College** ("COLLEGE"), a college of the **South Orange County Community College District**, (SOCCCD), and **Capistrano Unified School District** ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the South Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9 through 12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code 76004, for a broad range of high school students and 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, and helping high school pupils to achieve college and career readiness; and

WHEREAS, COLLEGE and SCHOOL DISTRICT see dual enrollment partnerships as a means to provide "critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Office, SOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on **August 22**, **2020** and end on **August 31**, **2023**. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not 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 Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.

- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership.
- 1.4 The governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement, take comments from the public, and approve or disapprove the proposed agreement.

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or to help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law.
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Education Code 49011.
- 2.3 Pupil or Student A resident or nonresident student attending high school in California. Pursuant to Education Code 69519 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility 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, and assisting high school pupils to achieve college and career readiness and underachieving students, from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.
- 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority 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 middle

college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code 76001.

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code 76004. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree, certificate, or a credential.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code 49011. The SOCCCD governing board shall exempt special part-time students from the fee requirements in Education Code 76060.5, 76140, 76223, 76300, 76350, and 79121 and from the college health fee.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE 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 this CCAP Agreement.
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's Office. Course outlines will be provided to the SCHOOL DISTRICT.

- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement.
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Regulations.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies 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 collaborative effort between the SCHOOL DISTRICT and the 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.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.3 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE employees, which extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.4 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.
- 7.5 SCHOOL DISTRICT or COLLEGE will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education.
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards.
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards.
- 9.3 This CCAP Agreement requires an annual report, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE on all the following information:
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants.

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 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 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

- 10.3 SOCCCD 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.
- 10.4 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 Education Code 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code of Regulations and Title 5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code 87010 or as amended, or any controlled substance offense as defined in Education Code 87011 or as amended.
- 11.5 This CCAP Agreement certifies 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.
- 11.6 This CCAP Agreement certifies 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.
- 11.7 The COLLEGE certifies that:
 - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the COLLEGE.
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE 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 Agreement course offered for high school credit.

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of

informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with transcripts of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

15. DATA SHARING

15.1 COLLEGE and SCHOOL DISTRICT may share confidential student data for the purposes of evaluating the educational services provided under this CCAP agreement and for evaluating student performance pursuant to participating in CCAP dual enrollment. Any data shared will be for research and analytical purposes aimed at understanding student performance and improving the CCAP program. Both COLLEGE and SCHOOL DISTRICT will act in a way consistent with applicable federal and state laws concerning access to and confidentiality of student record information as described in Section 16 of this agreement.

16. PRIVACY OF STUDENT RECORDS

- 16.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.
- 16.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to Federal and State law, as may be as applicable.
- 16.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations 99.32 and under Education Code 49064 as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby

acknowledges that it has been provided with the notice required under 34 C.F.R. 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

17. REIMBURSEMENT

17.1 The financial arrangements implied herein may be adjusted each semester with sixty (60) days written notice and approved by both Parties.

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

The COLLEGE at its discretion may need to provide use of equipment to SCHOOL District students. The parties understand that such equipment are COLLEGE's sole property.

18.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

- 19.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 19.2 The SOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

20. INSURANCE

20.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage

insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.

20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

21. NON-DISCRIMINATION

21.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

- 22.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 23.
- 22.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All referenced Sections from AB 288 (Education Code 76004), agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. NOTICES

23.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE

Irvine Valley College 5500 Irvine Center Drive Irvine, CA 92618 Attn: Chris McDonald, Vice President for Instruction

SOCCCD

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome, Exec. Dir.-Procurement, Central Srvs. & RM

SCHOOL DISTRICT

Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 Attn: Jennifer Smalley, Asst. Superintendent, Curriculum and Instruction Grades 6-12, K-8, Alternative Education

24. INTEGRATION

24.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

25. MODIFICATION AND AMENDMENT

25.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

26. GOVERNING LAWS

26.1 This agreement shall be interpreted according to the laws of the State of California.

27. COMMUNITY COLLEGE DISTRICT BOUNDARIES

27.1 For locations outside the geographical boundaries of SOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

28. SEVERABILITY

28.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

29. COUNTERPARTS

29.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

South Orange County Community College District Board Meetings:

Public Comment and Approval Board Meeting Date: August, 31, 2020

School District Board Meetings:

Public Comment and Approval Board Meeting Date: August 20, 2020

CAPISTRANO UNIFIED SCHOOL DISTRICT

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SOCCCD Dual Enrollment Agmt Note: All referenced Sections from AB 30(Education Code § 76004) Page 11 of 14 Agreement Number: IVCVPIS-DUAL-1290-2020

Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

District Initiating Department:	Irvine Valley College, Office of Instruction, Academic Programs/Dual Enrollment
District Contact Name:	Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences
District Contact Phone & Email:	949-451-5204, tfahimi@ivc.edu

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not 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; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record 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; and

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Traci Fahimi	949-451-5204	tfahimi@ivc.edu
School District:	Josh Hill	949-234-9261	JJHill@capousd.org

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- 2.1 COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.
- 3. CCAP AGREEMENT PROGRAM YEAR college has identified the following: program year(s), educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor.

PROGRAM YEAR(S): 20/21; 21/22; 22/23 COLLEGE: Irvine Valley College EDUCATIONAL PROGRAM: Biotechnology SCHOOL DISTRICT: Capistrano Unified School District HIGH SCHOOL: Dana Hills TOTAL NUMBER OF STUDENTS TO BE SERVED (EST.):150 ESTIMATED FTES: 54

COURSE NAME	COURSE NUMBER	TERM	TIME*	DAYS/HOURS*	INSTRUCTOR(S)*
Intro to Biotechnology	BIOT 70	SP/FA /SU	Various	Various	K. Clarke**
Introductory Biot Lab	BIOT 70L	SP/FA /SU	Various	Various	K. Clarke**
Biot ABasic Lab Skills	BIOT 273	SP/FA /SU	Various	Various	K. Clarke**
Biochemistry for Health Sciences	BIO 10	SP/FA /SU	Various	Various	K. Clarke**
*Specific course scheduling for each term is determined by mutual agreement between Irvine Valley College					

*Specific course scheduling for each term is determined by mutual agreement between Irvine Valley College and Dana Hills High School.

**Specific staffing may change based on availability.

Required: Describe the criteria used to assess the ability of students to benefit from the course(s) offered: Students will work with high school counselors to determine ability to benefit from participation in the Biotechnology program.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NUMBER	BOOKS		OTHER INSTRUCTIONAL MATERIALS	ESTIMATED COST
BIOT 70	n/a	\$0	n/a	\$O
BIOT 70L	n/a	\$0	n/a	\$0
BIOT 273	n/a	\$0	n/a	\$0
BIO 10	n/a	\$0	n/a	\$0

5. FACILITIES USE

- 5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 18, Facilities, of this CCAP Agreement.
- 5.2 SCHOOL DISTRICT, as part of Section 18.1 of this CCAP Agreement, shall extend access and use of the following SCHOOL DISTRICT facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Dana Hills High School	Various	Various	Various

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD (Irvine Valley College) Renewal of Irvine Unified School District (IUSD), College and Career Access Pathway (CCAP), 2020-2023
- **ACTION:** Approval

BACKGROUND

AB 288 Public Schools: College and Career Access Pathways (CCAP), passed in 2015 and extended by AB30 in 2019, allows Irvine Unified School District (IUSD) and South Orange County Community College District (SOCCCD) to enter into an agreement to deliver Irvine Valley College courses to students in IUSD high schools. This CCAP 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.

<u>STATUS</u>

The first SOCCCD and IUSD CCAP agreement was approved in 2016 and renewed through summer 2020, providing college math preparation, biotechnology, business, and general education pathways to college and careers at Northwood High School. More than 300 unduplicated IUSD students took CCAP dual enrollment courses as a result of this agreement. The agreement also lays the groundwork for expanding dual enrollment programs into additional IUSD high schools and creating more educational pathways for students that align with the college's guided pathways.

The Dual Enrollment between SOCCCD (Irvine Valley College) and Irvine Unified School District College & Career Access Pathways Partnership Agreement (EXHIBIT A) extends the partnership for three additional years through August 31, 2023.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Dual Enrollment, SOCCCD (Irvine Valley College) and IUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item Submitted By: Dr. John C. Hernandez, President, Irvine Valley College Ann-Marie Gabel, Vice Chancellor, Business Services



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between **Irvine Valley College** ("COLLEGE"), a college of the **South Orange County Community College District**, (SOCCCD), and **Irvine Unified School District** ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the South Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9 through 12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code 76004, for a broad range of high school students and 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, and helping high school pupils to achieve college and career readiness; and

WHEREAS, COLLEGE and SCHOOL DISTRICT see dual enrollment partnerships as a means to provide "critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Office, SOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on **August 22, 2020** and end on **August 31, 2023**. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not 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 Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.

- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership.
- 1.4 The governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement, take comments from the public, and approve or disapprove the proposed agreement.

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or to help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law.
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Education Code 49011.
- 2.3 Pupil or Student A resident or nonresident student attending high school in California. Pursuant to Education Code 69519 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility 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, and assisting high school pupils to achieve college and career readiness and underachieving students, from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.
- 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority 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 middle

college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code 76001.

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code 76004. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree, certificate, or a credential.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code 49011. The SOCCCD governing board shall exempt special part-time students from the fee requirements in Education Code 76060.5, 76140, 76223, 76300, 76350, and 79121 and from the college health fee.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE 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 this CCAP Agreement.
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's Office. Course outlines will be provided to the SCHOOL DISTRICT.

- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement.
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Regulations.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies 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 collaborative effort between the SCHOOL DISTRICT and the 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.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.3 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE employees, which extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.4 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.
- 7.5 SCHOOL DISTRICT or COLLEGE will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education.
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards.
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards.
- 9.3 This CCAP Agreement requires an annual report, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE on all the following information:
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants.

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 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 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.
- 10.3 SOCCCD 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.
- 10.4 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 Education Code 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code of Regulations and Title 5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code 87010 or as amended, or any controlled substance offense as defined in Education Code 87011 or as amended.
- 11.5 This CCAP Agreement certifies 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.
- 11.6 This CCAP Agreement certifies 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.
- 11.7 The COLLEGE certifies that:
 - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the COLLEGE.
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE 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 Agreement course offered for high school credit.

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with transcripts of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

15. DATA SHARING

15.1 COLLEGE and SCHOOL DISTRICT may share confidential student data for the purposes of evaluating the educational services provided under this CCAP agreement and for evaluating student performance pursuant to participating in CCAP dual enrollment. Any data shared will be for research and analytical purposes aimed at understanding student performance and improving the CCAP program. Both COLLEGE and SCHOOL DISTRICT will act in a way consistent with applicable federal and state laws concerning access to and confidentiality of student record information as described in Section 16 of this agreement.

16. PRIVACY OF STUDENT RECORDS

16.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further

agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

- 16.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to Federal and State law, as may be as applicable.
- 16.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations 99.32 and under Education Code 49064 as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

17. REIMBURSEMENT

17.1 The financial arrangements implied herein may be adjusted each semester with sixty (60) days written notice and approved by both Parties.

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

The COLLEGE at its discretion may need to provide use of equipment to SCHOOL District students. The parties understand that such equipment are COLLEGE's sole property.

18.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

19.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

19.2 The SOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.
- 20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

21. NON-DISCRIMINATION

21.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

- 22.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 23.
- 22.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All referenced Sections from AB 288 (Education Code 76004), agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. NOTICES

23.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE

Irvine Valley College 5500 Irvine Center Drive Irvine, CA 92618 Attn: Chris McDonald, Vice President for Instruction

SOCCCD

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome, Exec. Dir.-Procurement, Central Srvs. & RM

SCHOOL DISTRICT

Irvine Unified School District 5500 Barranca Parkway Irvine, CA 92604 Attn: Keith Tuominen, Exec. Dir. Secondary Education

24. INTEGRATION

24.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

25. MODIFICATION AND AMENDMENT

25.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

26. GOVERNING LAWS

26.1 This agreement shall be interpreted according to the laws of the State of California.

27. COMMUNITY COLLEGE DISTRICT BOUNDARIES

27.1 For locations outside the geographical boundaries of SOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

28. SEVERABILITY

28.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

29. COUNTERPARTS

29.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

South Orange County Community College District Board Meetings:

Public Comment and Approval Board Meeting Date: August, 31, 2020

School District Board Meetings:

Public Comment and Approval Board Meeting Date: August 18, 2020

IRVINE UNIFIED SCHOOL DISTRICT	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

District Initiating Department:	Irvine Valley College, Office of Instruction, Academic Programs/Dual Enrollment
District Contact Name:	Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences
District Contact Phone & Email:	949-451-5204, tfahimi@ivc.edu

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not 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; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record 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; and

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Traci Fahimi	949-451-5204	<u>tfahimi@ivc.edu</u>
School District:	Connie Jacobs	949-936-7418	conniejacobs@iusd.edu

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- 2.1 COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.
- **3. CCAP AGREEMENT PROGRAM YEAR -** college has identified the following: program year(s), educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor.

PROGRAM YEAR(S): 20/21; 21/22; 22/23

COLLEGE: Irvine Valley College

EDUCATIONAL PROGRAM(S): General Education; Biotechnology; Business/Entrepreneurship; Languages; Communications

SCHOOL DISTRICT: Irvine Unified School District

HIGH SCHOOL(S): University, Creekside, San Joaquin, Woodbridge, Irvine, Portola, Northwood

TOTAL NUMBER OF STUDENTS TO BE SERVED (EST.):600

ESTIMATED FTES: 130

COURSE NAME	COURSE NUMBER	TERM	TIME*	DAYS/HOURS*	INSTRUCTOR(S)**
Intro to Physical Anthropology	ANTH 1	SP/FA /SU	Various	Various	Various
General Astronomy	ASTR 20	SP/FA /SU	Various	Various	Various
Biochemistry for Health Sciences	BIO 10	SP/FA /SU	Various	Various	Various
Biot ABasic Lab Skills	BIOT 273	SP/FA /SU	Various	Various	Various
Intro to Biotechnology	BIOT 70	SP/FA /SU	Various	Various	Various
Introductory Biot Lab	BIOT 70L	SP/FA /SU	Various	Various	Various
Information & Communication Tech Essentials	CIM 110	SP/FA /SU	Various	Various	Various
Communication Fundamentals	COMM 1	SP/FA /SU	Various	Various	Various
Argumentation & Debate	COMM 3	SP/FA /SU	Various	Various	Various
Academic Planning	COUN 1	SP/FA /SU	Various	Various	Various
Intro to College Study Skills	COUN 10	SP/FA /SU	Various	Various	Various
Intro to Educational & Career Exploration	COUN 12	SP/FA /SU	Various	Various	Various
Academic, Career, & Life Success	COUN 6	SP/FA /SU	Various	Various	Various
Pathways to Success	ENTR 200	SP/FA /SU	Various	Various	Various
Business Models: The Design and Delivery of Value	ENTR 211	SP/FA /SU	Various	Various	Various
Market Validation & Research	ENTR 212	SP/FA /SU	Various	Various	Various
Beginning Japanese I	JA 1	SP/FA /SU	Various	Various	Various
Beginning Japanese II	JA 2	SP/FA /SU	Various	Various	Various
Intermediate Algebra	MATH 253	SP/FA /SU	Various	Various	Various
Elementary Algebra	MATH 353	SP/FA /SU	Various	Various	Various
Introduction to Business	MGT 1	SP/FA /SU	Various	Various	Various
Beginning American Sign Language I	SIGN 21	SP/FA /SU	Various	Various	Various
Beginning American Sign Language II	SIGN 22	SP/FA /SU	Various	Various	Various

SOCCCD Dual Enrollment Agmt Note: All referenced Sections from AB 30(Education Code § 76004) Page 14 of 16 Agreement Number: IVCVPIS-DUAL-1290-2020

Intro to Sociology	SOC 1	SP/FA /SU	Various	Various	Various
*Specific course scheduling for each term is determined by mutual agreement between COLLEGE and SCHOOL DISTRICT. Courses may be added to this list by mutual agreement between COLLEGE and SCHOOL DISTRICT. A course appearing on this list does not obligate COLLEGE and SCHOOL DISTRICT to offer the course. Amendments to this list do not require board approval. **Specific staffing TBD based on availability.					
Required: Describe the cri Students will work with high and Career Access Pathwa	h school counselo				

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for SCHOOL DISTRICT students participating as part of this CCAP agreement will be borne by SCHOOL DISTRICT. Every effort will be made to utilize materials for a minimum of two years to reduce costs.

COURSE NUMBER	BOOKS*	ESTIMATED COST	OTHER INSTRUCTIONAL MATERIALS*	ESTIMATED COST
ANTH 1	Our Origins	\$122-\$162	n/a	\$0
ASTR 20	Astronomy	\$53-70	n/a	\$0
BIOT 70	Intro to Biotech	\$120	n/a	\$0
BIOT 70L	IVC BIOT 70L manual	\$35	n/a	\$0
BIOT 273	Student Packet	\$30	n/a	\$0
BIO 10	Chemistry: An intro to General Organic and Biochem (etextbook)	\$69	Mastering: Pearson (included with etextbook)	\$0
CIM 110	No textbook	\$0	n/a	\$0
COMM 1	Zero Cost Textbook	\$0	n/a	\$0
СОММ 3	Zero Cost Textbook	\$0	n/a	\$0
COUN 1	IVC Student Planner	\$7	n/a	\$0
COUN 10	Becoming a Master Student	\$99-132	n/a	\$0
COUN 12	Zero Cost Textbook	\$0	n/a	\$0
COUN 6	Zero Cost Textbook	\$0	n/a	\$0
ENTR 160	Title TBD	\$45	n/a	\$0
ENTR 200	Title TBD	\$16	n/a	\$0
ENTR 211	Title TBD	\$22	n/a	\$0

SOCCCD Dual Enrollment Agmt Note: All referenced Sections from AB 30(Education Code § 76004) Page 15 of 16 Agreement Number: IVCVPIS-DUAL-1290-2020

Title TBD	\$65	n/a	\$0
Genki 1 + Workbook	\$93	n/a	\$0
Genki 1 + Workbook	\$93	n/a	\$0
Elementary and Intermediate Algebra – Concepts and Applications, 7th edition	\$65	MyMathLabAccess	\$143
Elementary and Intermediate Algebra – Concepts and Applications, 7th edition	\$65	MyMathLabAccess	\$143
Understanding Business	\$103	n/a	\$0
Signing Naturally	\$85	n/a	\$0
Signing Naturally	\$85	n/a	\$0
Varies by instructor	\$0-\$160	n/a	\$0
	Genki 1 + Workbook Genki 1 + Workbook Elementary and Intermediate Algebra – Concepts and Applications, 7th edition Elementary and Intermediate Algebra – Concepts and Applications, 7th edition Understanding Business Signing Naturally Signing Naturally	Genki 1 + Workbook\$93Genki 1 + Workbook\$93Elementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65Elementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65Understanding Business\$103Signing Naturally\$85Signing Naturally\$85	Genki 1 + Workbook\$93n/aGenki 1 + Workbook\$93n/aElementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65MyMathLabAccessElementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65MyMathLabAccessElementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65MyMathLabAccessElementary and Intermediate Algebra – Concepts and Applications, 7th edition\$65MyMathLabAccessSigning Naturally\$85n/aSigning Naturally\$85n/a

*Book titles are examples of typical books used in the course. Titles and instructional materials may change based on departmental or instructor choice and availability. Instructors are encouraged to use zero-cost textbooks whenever possible.

5. FACILITIES USE

- 5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 18, Facilities, of this CCAP Agreement.
- 5.2 SCHOOL DISTRICT, as part of Section 18.1 of this CCAP Agreement, shall extend access and use of the following SCHOOL DISTRICT facilities:

BUILDING	CLASSROOM	DAYS	HOURS
University High School	Various	Various	Various
Creekside High School	Various	Various	Various
Woodbridge High School	Various	Various	Various
Irvine High School	Various	Various	Various
Portola High School	Various	Various	Various
Northwood High School	Various	Various	Various

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD (Irvine Valley College) Renewal of Tustin Unified School District (TUSD), College and Career Access Pathway (CCAP), 2020-2023
- **ACTION:** Approval

BACKGROUND

AB 288 Public Schools: College and Career Access Pathways (CCAP), passed in 2015 and extended by AB30 in 2019, allows Tustin Unified School District (TUSD) and South Orange County Community College District (SOCCCD) to enter into an agreement to deliver Irvine Valley College courses to students at TUSD high schools. This CCAP partnership provides the opportunity for students to gain an early start to a certificate and/or degree in a variety of fields, including kinesiology and business. The agreement addresses all sections of Education Code 76004.

<u>STATUS</u>

The first SOCCCD and TUSD CCAP agreement was approved in 2016 and renewed through summer 2020, providing kinesiology, business, and general education pathways to college and careers. More than 150 unduplicated TUSD high school students took CCAP dual enrollment courses as a result of this agreement. The agreement also lays the groundwork for expanding dual enrollment programs into additional TUSD high schools and creating more educational pathways for students that align with the college's guided pathways.

The Dual Enrollment between SOCCCD (Irvine Valley College) and Tustin Unified School District College & Career Access Pathways Partnership Agreement (EXHIBIT A) extends the partnership for three additional years through August 31, 2023.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Dual Enrollment, SOCCCD (Irvine Valley College) and TUSD College & Career Access Pathways Partnership Agreement through August 31, 2023 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between **Irvine Valley College** ("COLLEGE"), a college of the **South Orange County Community College District**, (SOCCCD), and **Tustin Unified School District** ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the South Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9 through 12 located in South Orange County and within the regional service area of SOCCCD; and

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code 76004, for a broad range of high school students and 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, and helping high school pupils to achieve college and career readiness; and

WHEREAS, COLLEGE and SCHOOL DISTRICT see dual enrollment partnerships as a means to provide "critical support for underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate; and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Office, SOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college;

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on **August 22, 2020** and end on **August 31, 2023**. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not 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 Agreement Appendix shall identify a point of contact for the participating community college district and school district partner.

- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership.
- 1.4 The governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement, take comments from the public, and approve or disapprove the proposed agreement.

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

- 2.1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or to help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law.
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Education Code 49011.
- 2.3 Pupil or Student A resident or nonresident student attending high school in California. Pursuant to Education Code 69519 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility 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, and assisting high school pupils to achieve college and career readiness and underachieving students, from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.
- 3.2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority 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 middle

college high school as described in Section 11300 and consistent with middle college high school provisions in Education Code 76001.

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in Education Code 76004. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree, certificate, or a credential.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code 49011. The SOCCCD governing board shall exempt special part-time students from the fee requirements in Education Code 76060.5, 76140, 76223, 76300, 76350, and 79121 and from the college health fee.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will ensure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE 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 this CCAP Agreement.
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by

the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's Office. Course outlines will be provided to the SCHOOL DISTRICT.

- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement.
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Regulations.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies 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 collaborative effort between the SCHOOL DISTRICT and the 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.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.3 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE employees, which extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.4 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.
- 7.5 SCHOOL DISTRICT or COLLEGE will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education.
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.
- 8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.
- 8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards.
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards.
- 9.3 This CCAP Agreement requires an annual report, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE on all the following information:
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants.

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 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 shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.
- 10.3 SOCCCD 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.
- 10.4 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 Education Code 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code of Regulations and Title 5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code 87010 or as amended, or any controlled substance offense as defined in Education Code 87011 or as amended.
- 11.5 This CCAP Agreement certifies 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.
- 11.6 This CCAP Agreement certifies 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.
- 11.7 The COLLEGE certifies that:
 - A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the COLLEGE.
- 11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE 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 Agreement course offered for high school credit.

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 College shall provide the SCHOOL DISTRICT with transcripts of participants and their final grades.
- 13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

- 14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

15. DATA SHARING

15.1 COLLEGE and SCHOOL DISTRICT may share confidential student data for the purposes of evaluating the educational services provided under this CCAP agreement and for evaluating student performance pursuant to participating in CCAP dual enrollment. Any data shared will be for research and analytical purposes aimed at understanding student performance and improving the CCAP program. Both COLLEGE and SCHOOL DISTRICT will act in a way consistent with applicable federal and state laws concerning access to and confidentiality of student record information as described in Section 16 of this agreement.

16. PRIVACY OF STUDENT RECORDS

16.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further

agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

- 16.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to Federal and State law, as may be as applicable.
- 16.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations 99.32 and under Education Code 49064 as applicable.
- 16.4 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

17. REIMBURSEMENT

17.1 The financial arrangements implied herein may be adjusted each semester with sixty (60) days written notice and approved by both Parties.

18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

The COLLEGE at its discretion may need to provide use of equipment to SCHOOL District students. The parties understand that such equipment are COLLEGE's sole property.

18.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

19. INDEMNIFICATION

19.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and SOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

19.2 The SOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

20. INSURANCE

- 20.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.
- 20.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and SOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

21. NON-DISCRIMINATION

21.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

22. TERMINATION

- 22.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 23.
- 22.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All referenced Sections from AB 288 (Education Code 76004), agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. NOTICES

23.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE

Irvine Valley College 5500 Irvine Center Drive Irvine, CA 92618 Attn: Chris McDonald, Vice President for Instruction

SOCCCD

South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome, Exec. Dir.-Procurement, Central Srvs. & RM

SCHOOL DISTRICT

Tustin Unified School District 300 South C Street Tustin, CA 92780 Attn: Chris Matos, Asst. Superintendent, Education Services

24. INTEGRATION

24.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

25. MODIFICATION AND AMENDMENT

25.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

26. GOVERNING LAWS

26.1 This agreement shall be interpreted according to the laws of the State of California.

27. COMMUNITY COLLEGE DISTRICT BOUNDARIES

27.1 For locations outside the geographical boundaries of SOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

28. SEVERABILITY

28.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

29. COUNTERPARTS

29.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

South Orange County Community College District Board Meetings:

Public Comment and Approval Board Meeting Date: August, 31, 2020

School District Board Meetings:

Public Comment and Approval Board Meeting Date: August 17, 2020

TUSTIN UNIFIED SCHOOL DISTRICT	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

District Initiating Department:	Irvine Valley College, Office of Instruction, Academic Programs/Dual Enrollment
District Contact Name:	Traci Fahimi, Dean, Social & Behavioral Sciences, Business Sciences
District Contact Phone & Email:	949-451-5204, tfahimi@ivc.edu

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not 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; and

WHEREAS, the CCAP Agreement Appendix shall also be used to record 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; and

NOW THEREFORE, SOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. SOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Traci Fahimi	949-451-5204	<u>tfahimi@ivc.edu</u>
School District:	Grant Litfin	714-730-7306	glitfin@tustin.k12.ca.us

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- 2.1 COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.
- **3. CCAP AGREEMENT PROGRAM YEAR –** COLLEGE has identified the following: program year(s), educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor.

PROGRAM YEAR(S): 20/21; 21/22; 22/23

COLLEGE: Irvine Valley College

EDUCATIONAL PROGRAM(S): General Education; Business/Entrepreneurship; Human Development; Languages; Communications

SCHOOL DISTRICT: Tustin Unified School District

HIGH SCHOOL(S): Beckman, Foothill, Tustin, Hillview, Tustin Legacy Magnet Academy

TOTAL NUMBER OF STUDENTS TO BE SERVED (EST.):600

ESTIMATED FTES: 130

COURSE NAME	COURSE NUMBER	TERM	TIME*	DAYS/HOURS*	INSTRUCTOR(S)**
Communication Fundamentals	COMM 1	SP/FA /SU	Various	Various	Various
Argumentation & Debate	COMM 3	SP/FA /SU	Various	Various	Various
Academic Planning	COUN 1	SP/FA /SU	Various	Various	Various
Intro to College Study Skills	COUN 10	SP/FA /SU	Various	Various	Various
Intro to Educational & Career Exploration	COUN 12	SP/FA /SU	Various	Various	Various
Academic, Career, & Life Success	COUN 6	SP/FA /SU	Various	Various	Various
Dance History: Twentieth Century	DNCE 77	SP/FA /SU	Various	Various	Various
Managing Your Business	ENTR 160	SP/FA /SU	Various	Various	Various
Pathways to Success	ENTR 200	SP/FA /SU	Various	Various	Various
Creativity & Idea Generation	ENTR 201	SP/FA /SU	Various	Various	Various
Innovations & Opportunities	ENTR 202	SP/FA /SU	Various	Various	Various
Business Models: The Design and Delivery of Value	ENTR 211	SP/FA /SU	Various	Various	Various
Market Validation & Research	ENTR 212	SP/FA /SU	Various	Various	Various
Developmental Psychology: Childhood & Adolesence	HD 7	SP/FA /SU	Various	Various	Various
Socialization of the Child	HD 15	SP/FA /SU	Various	Various	Various
Principles & Practices of Teaching Young Children	HD 110	SP/FA /SU	Various	Various	Various
Child Guidance & Discsipline	HD 120	SP/FA /SU	Various	Various	Various
Intro to Athletic Training	KNES 85	SP/FA /SU	Various	Various	Various
Sports Medicine Internship I	KNES 212	SP/FA /SU	Various	Various	Various
Introduction to Business	MGT 1	SP/FA /SU	Various	Various	Various
Sport Nutrition	NUT 2	SP/FA /SU	Various	Various	Various
Beginning American Sign Language I	SIGN 21	SP/FA /SU	Various	Various	Various

SOCCCD Dual Enrollment Agmt Note: All referenced Sections from AB 30(Education Code § 76004) Page 14 of 16 Agreement Number: IVCVPIS-DUAL-1290-2020

Beginning American Sign Language II	SIGN 22	SP/FA /SU	Various	Various	Various
*Specific course scheduling for each term is determined by mutual agreement between COLLEGE and					

SCHOOL DISTRICT. Courses may be added to this list by mutual agreement between COLLEGE and SCHOOL DISTRICT. A course appearing on this list does not obligate COLLEGE and SCHOOL DISTRICT to offer the course. Amendments to this list do not require board approval.

**Specific staffing TBD based on availability.

Required: Describe the criteria used to assess the ability of students to benefit from the course(s) offered: Students will work with high school counselors to determine ability to benefit from participation in College and Career Access Pathways.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for SCHOOL DISTRICT students participating as part of this CCAP agreement will be borne by SCHOOL DISTRICT. Every effort will be made to utilize materials for a minimum of two years to reduce costs.

COURSE NUMBER	BOOKS*	ESTIMATED COST	OTHER INSTRUCTIONAL MATERIALS*	ESTIMATED COST
COMM 1	Zero Cost Textbook	\$0	n/a	\$0
СОММ 3	Zero Cost Textbook	\$0	n/a	\$0
COUN 1	IVC Student Planner	\$7	n/a	\$0
COUN 10	Becoming a Master Student	\$99-132	n/a	\$0
COUN 12	Zero Cost Textbook	\$0	n/a	\$0
COUN 6	Zero Cost Textbook	\$0	n/a	\$0
DNCE 77	The Dance Experience & Moving History, Dancing Cultures	\$75	n/a	\$0
ENTR 160	Small Business Start Up Kit & Business Model Generation	\$45	n/a	\$0
ENTR 200	Who Owns the Ice House	\$16	n/a	\$0
ENTR 201	inGenius: A Crash Course on Creativity	\$12	n/a	\$0
ENTR 202	Inside the Box: A proven system for breakthrough results	\$15	n/a	\$0
ENTR 211	Business Model Generation	\$22	n/a	\$0
ENTR 212	The Market Research Toolbox	\$65	n/a	\$0
HD 7	Developing Person: Childhood & Adolescence	\$243	n/a	\$0

SOCCCD Dual Enrollment Agmt Note: All referenced Sections from AB 30(Education Code § 76004) Page 15 of 16 Agreement Number: IVCVPIS-DUAL-1290-2020

HD 15	Child, Family, School, Community	\$215	n/a	\$0
HD 110	Who Am I in the Lives of Children	\$218	n/a	\$0
HD 120	How to Talk so Kids Will Listen & Guiding Young Children	\$155	n/a	\$0
KNES 85	Essent of Athletic Injury Mgt	\$173	n/a	\$0
KNES 212	No books required	\$0	n/a	\$0
MGT 1	Understanding Business	\$103	n/a	\$0
NUT 2	Practical Applications in Sports Nutrition	\$178	n/a	\$0
SIGN 21	Signing Naturally	\$85	n/a	\$0
SIGN 22	Signing Naturally	\$85	n/a	\$0

*Book titles are examples of typical books used in the course. Titles and instructional materials may change based on departmental or instructor choice and availability. Instructors are encouraged to use zero-cost textbooks whenever possible. Some book sets have already been purchased and are available to students.

5. FACILITIES USE

- 5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 18, Facilities, of this CCAP Agreement.
- 5.2 SCHOOL DISTRICT, as part of Section 18.1 of this CCAP Agreement, shall extend access and use of the following SCHOOL DISTRICT facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Beckman High School	Various	Various	Various
Child Care Centers	Various	Various	Various
Foothill High School	Various	Various	Various
Hillview High School	Various	Various	Various
Tustin High School	Various	Various	Various
Tustin Legacy Magnet Academy	Various	Various	Various

TO:	Board of	Trustees
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- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Saddleback College Veteran's Center Improvements Project, Award of Bid No. 2096, JR Universal Construction, Inc.
- **ACTION:** Approval

BACKGROUND

On August 26, 2018, the award of California Community College Chancellor's Office Veteran Resources Center Program Grant was approved by the Board of Trustees. The Grant provides additional resources for completion of the relocation, expansion and build out of Saddleback College Veteran's Center which will provide much needed space and facilities to better support the college's large student veteran population.

<u>STATUS</u>

On June 18, 2020 and June 25, 2020, SOCCCD ran a newspaper advertisement requesting bids for Saddleback College Veteran's Center Improvements project. The request for bids was also posted on the District website and sent through the PlanetBids portal. A total of 449 contractors were solicited. Sixteen bids were received on July 16, 2020. The lowest responsive, responsible bid was submitted by JR Universal Construction, Inc. in the amount of \$394,586 (EXHIBIT A). The District and college staff have reviewed the bids and recommend approval of bid and award of agreement.

Grant funds are available in the project budget of \$500,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve awarding of Bid No. 2096, Saddleback College Veteran's Center Improvements project and approve the agreement (EXHIBIT B) with JR Universal Construction, Inc., in the amount of \$394,586 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Bid No. 2096 Saddleback College Veteran's Center Improvements Project South Orange County Community College District

August 31, 2020

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*JR Universal Construction Inc	Los Angeles, CA	\$394,586.00
Elegant Construction Inc	Irvine, CA	\$408,445.00
New Dynasty Construction	Tustin, CA	\$416,154.00
Pub Construction, Inc	Diamond Bar, CA	\$422,587.04
Thomco Construction Inc	Anaheim, CA	\$430,431.00
Corner Keystone	Walnut, CA	\$435,428.83
ALLINONE Construction	La Habra, CA	\$438,675.00
J A Urban Inc	Monrovia, CA	\$446,884.00
SS+K Construction	Woodland Hills, CA	\$469,000.00
Dalke and Sons Construction	Riverside, CA	\$474,480.00
Scorpio Enterprises	Santa Fe Springs, CA	\$497,500.00
Green Contractor Studio Inc	Buena Park, CA	\$532,450.00
RS Construction & Development	Upland, CA	\$551,900.00
iBuild Spectrum	Santa Ana, CA	\$557,000.00
AJ Fistes Corporation	Long Beach, CA	\$689,900.00
Horizons Construction	Orange, CA	\$847,900.00

*Recommended Award



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Bid 2096 Saddleback College Veteran's Center Improvements

JR Universal Construction, Inc.

THIS AGREEMENT, dated the 1st day of September, 2020, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and JR Universal Construction, Inc., 1045 North Hudson Ave., Los Angeles, CA 90038, (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 Saddleback College Veteran's Center Improvements Project 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, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR 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 Three Hundred Ninety Four Thousand Five Hundred Eighty Six Dollars (\$394,586.00).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within <u>Sixty (60)</u> 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 <u>Two Hundred Fifty</u> Dollars (\$250.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(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 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
Builder's Risk Insurance without exclusion or limitation in an amount not less than	120% of the Contract Price
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 <u>California</u>, and that <u>Sergio Chavez</u>, whose title is <u>Chief Operating Officer</u>, 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. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Contractor's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

15. COVID-19 Contractor Responsibilities. Prior to commencing any work under this Agreement, Contractor shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the "Plan") that is consistent with Cal/OSHA and CDC guidance. The Plan at a minimum shall require Contractor to immediately notify the District (Construction Manager) of any possible COVID-19 infections or potential COVID-19 exposure events involving Contractor and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract.

The Plan shall be developed and based on the current information available from Cal/OSHA and CDC, and shall be amended by Contractor as may be appropriate based on further information provided by Cal/OSHA and CDC and other public officials. Contractor shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

16. 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.

[SIGNATURE PAGE TO FOLLOW]

3y:
Signature
Print Name

ITEM: 6.5 DATE: 8/31/20

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Parking Fees

ACTION: Approval

BACKGROUND

Education Code Section 76360 allows the governing board to charge fees for parking services utilized by students and employees. In 2014, the governing board authorized increasing parking fees for students and management employees. Within each of the collective bargaining agreements, an article exists establishing the parking fees paid by the respective bargaining unit members. The current parking fees approved by the Board of Trustees and paid by each group are as follows:

Category	Annual	Fall/Spring	Summer	Daily	Hourly
Students – Car	\$80.00	\$40.00	\$25.00	\$5.00	\$1.00
Students with Fee Waiver - Car	\$70.00	\$30.00	\$10.00	\$5.00	\$1.00
Students – Motorcycle	\$40.00	\$20.00	\$10.00	\$5.00	\$1.00
Management	\$80.00	N/A	N/A	N/A	N/A
Faculty – Full-time	\$60.00	N/A	N/A	N/A	N/A
Faculty – Part-time	\$30.00	N/A	N/A	N/A	N/A
Classified/POA – Full-time	\$40.00	N/A	N/A	N/A	N/A
Classified/POA – Part-time	\$20.00	N/A	N/A	N/A	N/A

<u>STATUS</u>

Due to the COVID-19 pandemic, the campuses have been closed since March 16, 2020 and will continue to be closed through December 31, 2020. So far, during the closure, only the employees and workers deemed as "essential" have utilized the parking services. No students have been allowed on campus. Beginning in the fall semester there will be very few classes offered on campus and, for those that are held on campus, they will be for shortened durations (i.e. not the entire semester). Therefore, it is in the best interest of our students and our employees to forgo requiring them to purchase a parking permit for the limited amount of time that they will be on campus.

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve forgoing parking fees charged to students and employees for fall 2020 and to pro-rate by one-half the parking fees for employees for spring 2021. The Chancellor further recommends that the Board of Trustees approve forgoing parking fees charged to students and employees for spring 2021 if the campuses remain closed due to the COVID-19 pandemic.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: COVID-19 Response Block Grant Allocation
- ACTION: Acceptance

BACKGROUND

The 2020-21 Budget Act provides California Community College districts with federal and state relief funds in the form of a \$120 million COVID-19 Response Block Grant. The block grant is comprised of \$66.255 million from one-time Proposition 98 funds and \$53.975 million from the federal Coronavirus Relief Fund (CRF), a component of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

The funds should be used on activities that directly support student learning, continuity of education, and mitigate learning loss related to COVID-19. Expenditure of the federal portion of the block grant must be incurred by December 30, 2020 and the state portion must be expended by June 30, 2022. Funds are subject to both federal and state audit, and audit procedures for the block grant will be included in the Contracted District Audit Manual beginning 2020-21.

<u>STATUS</u>

The block grant funds are allocated to districts based on the pro-rata share of final 2018-19 FTES (EXHIBIT A). Districts are required to certify that they have read and understand the funding requirements by submitting a Certification for Receipt of Coronavirus Relief Funds Pursuant to the Budget Act 2020 (EXHIBIT B). Districts will also be required to meet quarterly reporting deadlines.

The total District allocation is \$1,296,905 in federal funds and \$1,591,968 in state funds for a total of \$2,888,873. Using our DRAC model split, the funds have been allocated as follows:

- Saddleback College: \$713,930 federal and \$966,643 state
- Irvine Valley College: \$461,844 federal and \$625,325 state
- District Services: \$121,131 federal

Expenditures for these funds will be reported to the Board of Trustees on a monthly basis.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the allocation of \$2,888,873 for the COVID-19 Response Block Grant.

Item Submitted By: *Elliott Stern, President, Saddleback College* John Hernandez, President, Irvine Valley College Ann-Marie Gabel, Vice Chancellor, Business Services



California Community Colleges

MEMORANDUM

August 3, 2020

FS-20-08 | Via Email

- TO: Chief Executive Officers Chief Business Officers Chief Student Services Officers Chief Instructional Officers
- FROM: Lizette Navarette, Vice Chancellor, College of Finance, and Facilities Planning Division
 - RE: COVID-19 Response Block Grant Funding Information and Requirements

COVID-19 RESPONSE BLOCK GRANT

The 2020-21 Budget Act provides California Community College districts with federal and state relief funds in the form of a \$120 million COVID-19 Block Grant (block grant). The block grant is comprised of \$66.255 million from one-time Proposition 98 funds and \$53.975 million from the federal Coronavirus Relief Fund (CRF), a component of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The funds should be used on activities that directly support student learning, continuity of education, and mitigate learning loss related to COVID-19. In addition, the Legislature intended for these funds to be used to prioritize services for underrepresented students. (See Attachment 3 - *U.S. Treasury's Coronavirus Relief Fund Guidance* and Attachment 4 - *U.S. Treasury's Coronavirus Relief Fund FAQ* for further details).

The block grant funds are allocated to districts based on the pro-rata share of final 2018-19 FTES, including audit adjustments and emergency conditions allowances (See Attachment 1 – *COVID-19 Block Grant Allocation Schedule*).

ACCOUNTING FOR BLOCK GRANT FUNDS

Block grant revenues should be recorded in the restricted general fund and expenditures tracked with specific identifiers for the state and federal portions. Funds are subject to both federal and state audit, and audit procedures for the block grant will be included in

COVID-19 Response Block Grant

August 3, 2020

the Contracted District Audit Manual beginning in 2020-21. For federal single audit purposes, the Catalog of Federal Domestic Assistance (CFDA) number is 21.019.

Supporting documentation should be retained and available to the Chancellor's Office upon request. For the federal portion, all receipts and records of expenditures should be kept for five years after the final payment is made. For the state portion, districts should maintain all receipts and records for at least three years, or until after any audit has been resolved.

ALLOWABLE EXPENDITURES

Expenditure of the federal portion of the block grant must be incurred by December

30, 2020. The state portion of the block grant funds must be expended or encumbered by June 30, 2022. Unspent federal funds must be returned to the state and ultimately the Department of the Treasury (Treasury). Although the federal portion only covers cost incurred by December 30, 2020, a reasonable liquidation period of 90 days is provided, or until March 31, 2021.

As previously mentioned, the funds should be used on activities that directly support student learning, continuity of education, and mitigate learning loss related to COVID-19.

Allowable uses may include:

- 1. Reengagement strategies for students who received an incomplete or failing grade in the Spring 2020 term due to COVID-19.
- 2. Grants to faculty to develop online, accelerated learning modules that allow students who received an incomplete or failing grade in the Spring 2020 term due to COVID-19 to continue to make progress towards their degree rather than retaking courses in the Fall 2020 term.
- **3.** Professional development opportunities for faculty and student services professionals needed to continue educational instruction due to COVID-19, including supporting students impacted by learning loss related to COVID-19, preparing and supporting faculty to develop online instructional capabilities in response to COVID-19.
- **4.** Supports to address other barriers to learning as a result of disruption caused by COVID-19, such as access to basic needs and mental health services needed to support students impacted by COVID-19.
 - Economic Support such as assistance with utilities, rent, and access to food.
 - Health and Behavioral Services, including telemedicine.
 - Investments to support distance learning.

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- **5.** Expenditures related to government payroll support program and unemployment Insurance costs related to COVID-19 (if not reimbursed by other Cares Act funds).
- 6. Public Health Expenses including acquisition and distribution of cleaning supplies and personal protective equipment (PPE), disinfection of public areas and campus facilities.

Funds **may not** be used for:

- 1. Backfill of lost revenue.
- 2. Damages covered by insurance.
- **3.** Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency (including teleworking).
- **4.** Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- **5.** Workforce bonuses other than payment of overtime.
- 6. Severance pay.
- 7. Legal settlements.

Districts are required to certify that they have read and understand the funding requirements stipulated by the Treasurer. (See Attachment 2 - *COVID-19 Block Grant Certification Form*).

REPORTING REQUIREMENTS

Districts must provide quarterly reports to the Chancellor's Office on the template provided as Attachment 5 – *COVID-19 Response Block Grant Quarterly Report*. The report includes a summary of the funds received from the block grant, expenditures for the allowable activities described above, and funds provided to colleges in multi-college districts. In addition, consistent with federal and state requirements, districts must describe (1) how the use of funds prioritized services for underrepresented students, and (2) the effectiveness of services or supports provided by these funds. Reports should be submitted to the Fiscal Standards and Accountability Unit at <u>fiscalstandards@cccco.edu</u> by the scheduled dates below.

The Chancellor's Office will have a short turnaround time to provide the Department of Finance (Finance) with required reports for submittal to the Treasury, as noted in the table below. If a district has not closed their books by the report due date, please report estimates and true-up amounts at the next reporting period. The reporting requirements ends with the quarter that COVID-19 related costs and expenditures are completely liquidated. Districts that

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have reported all expenditures do not need to submit subsequent reports. Districts must be able to provide comparable information at the college level.

Report Due Dates

REPORT DUE TO CHANCELLOR'S OFFICE	FINANCE REPORT DUE TO TREASURY	REPORTING PERIOD
Monday, August 17, 2020	Monday, September 21, 2020	March 1 through June 30, 2020
Monday, October 5, 2020	Tuesday, October 13, 2020	July 1 through September 30, 2020
Tuesday, January 5, 2021	Monday, January 11, 2021	October 1 through December 31, 2020
Monday, April 5, 2021	Monday, April 12, 2021	January 1 through March 31, 2021
Monday, October 4, 2021	Monday, October 11, 2021	July 1 through September 30, 2021

CONTACTS

For questions about the COVID-19 Response Block Grant and this memorandum, please contact specialist Lorena Romero, <u>lromero@cccco.edu</u> or the Fiscal Standards and Accountability Unit at <u>fiscalstandards@cccco.edu</u>.

ATTACHMENTS

Attachment 1: COVID-19 Block Grant Allocation Schedule Attachment 2: COVID-19 Block Grant Certification Form Attachment 3: U.S. Treasury's Coronavirus Relief Fund Guidance Attachment 4: U.S. Treasury's Coronavirus Relief Fund FAQ Attachment 5: COVID-19 Block Grant Quarterly Report Template

cc: Chancellor's Office Staff

Attachment 1: COVID-19 Response Block Grant Allocation

al Allocation
1,040,154
1,198,98
277,75
1,130,418
1,079,06
-
1,706,560
1,705,58
1,841,67
1,238,620
3,325,19
489,29
2,757,434
157,700
1,163,082
2,027,874
190,43
2,540,51
582,08
1,507,723
1,926,68
798,869
811,09
2,346,66
207,620
183,46
2,124,838
10,682,720
5,570,622
371,470
300,490
1,092,870
1,113,67
670,448
3,559,46
1,309,929
518,946 3,621,958
799,89
228,955
1,954,290
2,599,89
1,801,93
2,822,56
384,65
1,408,873
3,263,31
1,664,834
4,367,99
2,426,91
1,528,22
1,333,10
803,44

	Payable from Coronavirus Relief Fund	Payable from General Fund/Prop 98	
District	(Federal Portion)	(State Portion)	Total Allocation
Santa Barbara	617,062	757,451	1,374,513
Santa Clarita	801,150	983,422	1,784,572
Santa Monica	989,704	1,214,875	2,204,579
Sequoias	502,165	616,414	1,118,579
Shasta-Tehama-Trinity	329,447	404,400	733,847
Sierra	633,177	777,232	1,410,409
Siskiyou	101,922	125,110	227,032
Solano County	301,881	370,563	672,444
Sonoma County	950,688	1,166,981	2,117,669
South Orange County	<mark>1,296,905</mark>	<mark>1,591,968</mark>	<mark>2,888,87</mark> 3
Southwestern	718,199	881,598	1,599,797
State Center	1,520,267	1,866,147	3,386,414
Ventura County	1,233,581	1,514,236	2,747,817
Victor Valley	449,215	551,417	1,000,632
West Hills	305,086	374,497	679,583
West Kern	142,182	174,531	316,713
West Valley-Mission	541,406	664,583	1,205,989
Yosemite	780,685	958,301	1,738,986
Yuba	362,595	445,090	807,685
Statewide Total:	53,975,000	66,255,000	120,230,000



CERTIFICATION FOR RECEIPT OF CORONAVIRUS RELIEF FUNDS PURSUANT TO THE BUDGET ACT 2020

I, <u>Ann-Marie Gabel</u>, am the chief executive or authorized designee of <u>South Orange County CCD</u>, and I certify that:

- **1.** I understand the Chancellor's Office will rely on this certification as a material representation in making a direct payment to the District.
- 2. The District's proposed uses of the funds provided by the Coronavirus Relief Funds (CRF) as proposed in the Budget Act of 2020 will be used only for costs that:
 - **a.** Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).
 - **b.** Were not accounted for in the budget most recently approved as of March 27, 2020, for t
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- 3. The District agrees to do all of the following as a condition of receipt of funds:
 - a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
 - b. Report on expenditures and summarize regional collaboration and nonduplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.

c. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO THE BUDGET ACT OF 2020

By (Print): <u>Ann-Marie Gabel</u> Title: Vice Chancellor, Business Services

Signature: <u>Ana-Jta-</u>

The completed certification must be submitted by email to: <u>FiscalStandards@CCCCO.edu</u>

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on August 17, 2020. Please include the name of the CCD in the subject line.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Acceptance of State-Supplied Donation of Personal Protective Equipment
- **ACTION:** Acceptance

BACKGROUND

On July 13, 2020, the California Governor's Office of Emergency Services (Cal OES) sent a notification (EXHIBIT A) to all recipients of state supplied personal protective equipment (PPE) to be used for the purposes of saving lives and protecting public health and safety during the COVID-19 pandemic.

<u>STATUS</u>

All recipients of the state-supplied PPE items are required to certify acceptance of the materials received. This acceptance acknowledgement fulfills the certification requirement.

The PPE in the quantities (single unit) identified below have been received and allocated Districtwide as follows:

PPE Item	Total Quantities Received	Allocation for District Services	Allocation for Saddleback College	Allocation for Irvine Valley College
Hand Sanitizers	16,540	1,545	9,096	5,899
Respirator Masks	960	-	582	378
Surgical Masks	1,920,000	5,000	1,161,639	753,361
Face Shields	800	75	440	285
Thermometers	50	5	27	18
Cloth Face Masks	122,400	4,253	70,986	47,161

The District warehouse will house and track distribution of all of the PPE. The allocated PPE will be utilized pursuant to the conditions identified within the state's notification and all unused PPE will be remitted back to the state.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees acknowledge receipt and accept the state provided donation of Personal Protective Equipment.



All Recipients of State-Supplied Personal Protective Equipment:

During the COVID-19 pandemic, the state provided personal protective equipment (PPE) to save lives and protect public health and safety. For the purpose of this certification, PPE includes body bags, lab/cleaning supplies, cloth/surgical masks, coveralls, face shields, examination gloves, goggles, surgical/exam gowns, test kits, N95/KN95 respirators, medical equipment, thermometers, pharmaceuticals, hand sanitizers, sample collecting kits, shoe covers, swabs, viral testing media, and wipes. All recipients of any of these state-supplied PPE items (Recipient) must certify to the following:

- The Recipient acknowledges that they have accepted PPE supplied by the state;
- The Recipient acknowledges that state-supplied PPE is to be used exclusively for the prevention of the spread or treatment of COVID-19;
- The Recipient is prohibited from selling state-supplied PPE;
- The Recipient is prohibited from re-distributing state-supplied PPE in exchange for any other item or service of value or for use other than the intended purposes;
- The Recipient must not commit waste, fraud, or abuse in the course of using or distributing PPE. The Recipient shall only use state-supplied PPE in accordance with industry standards or uses authorized by the state;
- The Recipient is prohibited from seeking reimbursement for PPE supplied by the state through any reimbursement program (e.g., FEMA public assistance program), or through any form of private insurance; and
- Should the Recipient no longer require state-supplied PPE (in part or whole) for the prevention and spread of COVID-19, the Recipient shall immediately notify the state, and potentially remit any unused PPE back to the state.

Upon receipt from the state, the Recipient is responsible for documenting and tracking distribution of all PPE. If requested by the state, the Recipient will provide any and all necessary documentation regarding PPE received from the state.

Upon acceptance of PPE supplied by the state and receipt of these terms and conditions, the Recipient is agreeing to the terms and conditions.

If you require additional information regarding these Terms and Conditions or have questions or concerns about these conditions as they relate to PPE already received, please contact COVID-19.TaskForce@soc.caloes.ca.gov.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Board Policy Revision: BP-6115 Community Education Programs, BP-6140 College Speakers
- **ACTION:** Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

<u>STATUS</u>

Two board policies are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on March 12, 2020 for review and recommendation to the Chancellor. EXHIBITS A and B were brought to the Board of Trustees on July 20, 2020 for review and study. Additional changes recommended by the Board of Trustees from the July 20, 2020 meeting have been highlighted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

BOARD POLICY

6115 INSTRUCTION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

COMMUNITY EDUCATION PROGRAMS

The community education programs shall be designed to contribute to the physical, mental, <u>personal developmentmoral</u>, economic, or civic development of the individuals or groups enrolled in <u>itthem</u>.

Community education courses shall be open for admission of adults and of minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community education courses. Students involved in community education courses shall be charged a fee not to exceed the cost of maintaining the courses. Courses may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

References: Education Code Section 78300

BOARD POLICY

6140 INSTRUCTION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

COLLEGE SPEAKERS

It is recognized that <u>invited</u> college speakers can serve to enrich the colleges' curriculum. College speakers <u>shall be approved by the Board of Trustees prior to the speaking engagement and</u> are subject to District rules and regulations, including regulations adopted making reasonable provisions for time, place and manner of student expression. Expression which is obscene, libelous or slanderous according to current legal standards, or which so incite audiences as to create a clear and present danger of the commission of unlawful acts on community college premises or the violation of lawful community college regulations or the substantial disruption of the orderly operation of the community college is prohibited.

At each Board meeting, the Board of Trustees will be notified about any speakers who have been invited to speak and/or who have spoken at any college for an engagement open to the public since the last Board meeting. The Board agenda item will include the cost of the speaking engagement, if any. Every attempt will be made to ensure the Board of Trustees is informed in advance of the speaking engagement; however, in rare circumstances this may not be feasible.

Speaking engagement fees and costs shall not be paid until the Board of Trustees has either ratified or approved the contract in accordance with *BP 3200 Purchasing, Contracts, and Bids*.

Speakers in classes, and events sponsored by the college faculty, administration or student groups are not governed by *BP 1300—Speech and Advocacy*.

References:

California Education Code, Section 76120

Adopted:	09-03-69	Revised:	04-26-99
Revised:	05-15-72	Revised:	10-24-05
Revised:	07-17-89	Reviewed:	05-23-11

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: Health Sciences Program Agreement between The Regents of the University of California and South Orange County Community College District and Addendum to the Health Sciences Program Agreement - COVID-19 Acknowledgment for On-site Students
- **ACTION:** Direction to Accept or Reject

BACKGROUND

The District on behalf of Saddleback College routinely enters into Clinical affiliation agreements with various agencies such as The Regents of the University of California on behalf of University of California, Irvine, School of Medicine (University) to provide our students with clinical experience required for them to complete their Health Sciences and/or Human Services programs.

<u>STATUS</u>

As part of the curriculum for the Health Sciences program, our students are required to gain clinical experience. The District desires to enter into an agreement with The Regents of the University of California on behalf of University of California, Irvine, School of Medicine (University) for clinical assignments for our nursing students. The Agreement will authorize the District to place up to a maximum of 12 students in the Perioperative Nursing Program and ADN Nursing Program #2035 in the OR of the University.

As a condition of entering into the Health Sciences Program Agreement (Agreement) between The Regents of the University of California and Saddleback College/South Orange County Community College District (EXHIBIT B), the University is also requiring an Addendum (EXHIBIT A) to the Agreement that explicitly releases them from any liability as a result of one of our employees, students, and/or their relatives or live-in partners contracting COVID-19 while performing the clinical assignments at the University.

The Addendum as required by the University, establishes that the University through its Medical Center will not assure any of the District's students or faculty members will not become infected with COVID-19 by virtue of their participation in training activities at the University Medical Center. As such, in addition to section VI (Indemnification) of the Agreement, the District is hereby required to **defend and indemnify University** from any and all claims, suits, or filings, in court or otherwise, that allege or contend that as a result of negligent conduct by the University and its Medical Center, a student or employee of the District, **or the relative or live-in partner of student or employee of District**, was infected by COVID-19 as a result of participation in learning or training activities at the University Medical Center pursuant to the Agreement. In the event of a claim, suit, or filing, the University and its Medical Center shall fully cooperate with the District in the defense of any such legal action, in order to help defeat any such claims, suits, or filings. The District student and employee would be covered under our Worker's Compensation benefits if they were to contract COVID-19 while performing their learning and training activities at the University. Worker's Compensation, by definition, is the sole remedy when injured at work; however, that does not stop anyone from filing a liability claim.

If the District agrees to enter into this Agreement and Addendum, we would be required to defend the University for any claim, suit, or filing, in court or otherwise, made by the District student or employee, along with any relative or live-in partner of the student or employee, against the University since these are **not covered** liabilities under our insurance program. In other words, we would be obligated to pay for the defense of the claim and/or lawsuit using District General Fund dollars without the ability to recoup anything from our insurance.

This Agreement and Addendum covers the period August 1, 2020 through December 31, 2020. It is unknown at this time whether we will need to extend this Agreement and Addendum or negotiate new language for the spring 2021 semester.

Furthermore, the Addendum will be required for all other agreements we currently have with the University related to our EMT and HIT programs if we choose to place any of those students with the University for their clinical experiences during the fall 2020 semester.

RECOMMENDATION

The Chancellor requests direction from the Board of Trustees on whether the Board of Trustees is willing to accept the liability imposed upon the District with the attached Agreement and Addendum. If the Board of Trustees is willing to accept the liability, the Chancellor requests authorization for the Chancellor, the Vice Chancellor of Business Services or designee to enter and execute the Health Sciences Program Agreement with The Regents of the University of California on behalf of University of California, Irvine, School of Medicine and the Addendum to the Health Sciences Program Agreement for the COVID-19 Acknowledgment for On-Site Students.

ADDENDUM TO THE HEALTH SCIENCES PROGRAM AGREEMENT BETWEEN THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("UNIVERSITY") AND SADDLEBACK COLLEGE/SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("AFFILIATE") AGREEMENT COVID-19 ACKNOWLEDGMENT FOR ON-SITE STUDENTS

Notwithstanding any other provision of this Agreement, Affiliate acknowledges on behalf of itself and its faculty, employees, trainees, and/or students, the following:

A healthcare emergency as defined by the Governor of the State of California currently exists as result of the COVID-19 Pandemic. Southern California, including Orange County, is currently experiencing increased infection activity throughout the population.

University through its UC Irvine Medical Center ("Medical Center") currently provides care and treatment to individuals who suffer from COVID 19 in both its inpatient and outpatient facilities.

Affiliate, its employees, faculty, and students, individually and collectively, know that participation in the training program at Medical Center may directly or indirectly expose individuals to persons suffering from COVID 19. The Medical Center shall take such steps as it, in its sole discretion, deems necessary and appropriate to minimize the risk to Affiliates's students/trainees of becoming infected with COVID-19 while on the premises of the Medical Center. HOWEVER, the University through its Medical Center cannot assure any of Affiliate's students or faculty members that they will not become infected with COVID- 19 by virtue of their participation in training activities at the Medical Center. As such, in addition to section VI (Indemnification) of this Agreement, Affiliate hereby agrees to defend and indemnify University from any and all claims, suits, or filings, in court or otherwise, that allege or contend that as a result of negligent conduct by the University and its Medical Center, a student or employee of Affiliate, or the relative or live-in partner of student or employee of Affiliate, was infected by COVID-19 as a result of participation in learning or training activities at the Medical Center pursuant to this Agreement. In such an event, the University and its Medical Center shall fully cooperate with Affiliate in the defense of any such legal action, including by providing Affiliate with access to all relevant information, documentation, and witnesses, as determined by the Affiliate, in order to help defeat any such claims, suits, or filings.

This Addendum is in effect only with respect to the Fall 2020 semester.

This Addendum shall have no force and effect in the event of any subsequent state or federal legislation that would relieve the Affiliate of liability.

Affiliate Representative

University Representative

Date

HEALTH SCIENCES PROGRAM AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

SADDLEBACK COLLEGE/SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into this 1ST day of August, 2020, in the State of California by and between Saddleback College/South Orange County Community College District, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY").

WITNESSETH:

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, School of Medicine, fully accredited for training graduate and undergraduate students, hereinafter referred to as "SCHOOL"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

I. STATUS OF HEALTH SCIENCES STUDENTS

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STUDENTS.

III. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL

- A. The Chief Operating Officer of the MEDICAL CENTER is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs
 conducted at the MEDICAL CENTER will be permitted to use such MEDICAL
 CENTER supplies and equipment as are determined by MEDICAL CENTER to

be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.

- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision,

in the event of an emergency or if any student represents a threat to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or ethical behavior, the UNIVERSITY may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.

- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.
- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.

J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

VI. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents, and employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, agents, and harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.

C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VII. INSURANCE

- A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a)	Each Occurrence	\$2,000,000
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- (b) General Aggregate (Not applicable to the Comprehensive form) \$5,000,000
- 2. Professional Medical and Hospital Liability Insurance with limits as follows:

(a)	Each Occurrence	\$2,000,000
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(b) General Aggregate \$5,000,000

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and

AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A.(1), (2) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, employees, or volunteers. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary and shall afford the student liability coverage in the amount of \$1,000,000 per claim and \$2,000,000 general aggregate. Students must provide certificates of insurance verifying coverage and limits before participating in the program.

- C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - 1. General Liability Insurance Program with limits as follows:

(a)	Each Occurrence	\$2,000,000
(b	General Aggregate	\$5,000,000
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2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000
- 3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and

UNIVERSITY against other insurable risks relating to performance. It should be expressly understood, however, that the coverages required under this Section B.(1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

VIII. REQUIRED NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

Dan Predoehl Interim Dean of Health Sciences and Human Services Saddleback College 28000 Marguerite Parkway, Mission Viejo, CA 92692 (949) 582-4313 / dpredoehl@saddlback.edu

with a copy to the following:

Priya Jerome Executive Director of Procurement, Central Services, and Risk Management South Orange County Community College District 28000 Marguerite Parkway, Mission Viejo, CA 92692 (949) 582-4375 / purchasing-dept@socccd.edu

 B. Notice to UNIVERSITY shall be addressed and mailed as follows: Director Risk Management UCI Medical Center 101 The City Dr., Rte 153 Orange, CA 92868

With a copy to the following:

Charlene Miranda-Wood Manager, NQRE UC Irvine Health 101 The City Dr. South Bldg. 22A, Room 3104F Orange, CA 92868

IX. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

X. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XI. USE OF PARTIES' NAME

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.

B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XV. COOPERATION IN DISPOSITION OF CLAIMS

A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the

Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

AFFILIATE

THE REGENTS OF THE UNIVERSITY CALIFORNIA

Steven Goldstin, MD, PhD

Vice Chancellor for Health Affairs University of California Irvine Priya Jerome Executive Director of Procurement, Central Services and Risk Management South Orange County Community College District/ Saddleback College

SOCCCD TAX ID # Insert affiliate tax ID

EXHIBIT # 2035

FOR THE PERIOD OF Aug. 1, 2020 through Dec. 31, 2020 to the

HEALTH SCIENCES PROGRAM AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT/SADDLEBACK COLLEGE

TERM AND PROGRAM DETAILS

- A. This Agreement shall become effective as of that commencement date specified in Paragraph 1, and shall continue in effect through December 31, 2020 and may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC
 Irvine Allied Health Committee, named Perioperative Nursing Program and ADN
 Nursing Program #2035.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to provide clinical training for registered nurses to work in the OR. SaddlebackCollege offers this 10 unit course to provide the theory portion, and the hospital facilities offer the clinical portion.

- D. The maximum number of student participants in the program at any given time shall be 12 per semester.
- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UC Irvine Medical Center and Outpatient clinics.
- F. For purposes of scheduling the training experience, the time of facility availability shall be subject to program needs, subject to terms V.E-G.

- **TO:** Board of Trustees
- **FROM**: Kathleen F. Burke, Chancellor
- RE: SOCCCD: Academic Employees and Academic/Classified Administrator/Manager Personnel Actions/Ratifications – Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

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 administrator/manager personnel actions as shown in Exhibits A and B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ACADEMIC EMPLOYEE AND ACADEMIC/CLASSIFIED ADMINISTRATOR/MANAGER PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

1. <u>ADMINISTRATIVE/MANAGEMENT EMPLOYMENT</u> (Ratified – Pursuant to Board Policy 4000)

a. MCDONALD, MARTHA, ID #025070 is to be employed as Vice President for Student Services, Pos. #P0004579, Office of the President, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 25, Step 8 (\$253,320), effective August 24, 2020. (Exhibit B)

2. FULL-TIME FACULTY EMPLOYMENT (Ratified – Pursuant to Board Policy 4000)

- a. HIJAZ, ANWAR, ID #023238 is to be employed as Political Science Instructor, Pos. #P0001485, Division of Social and Behavioral Sciences, Saddleback College, effective August 10, 2020. Approximate Salary Placement: Range II, Step 1. Education: M.A., B.A., Political Science; University of California, Riverside; A.A., Liberal Arts and Science; Chaffey College.
- b. SZCZUREK, ANTHONY, ID #025061 is to be employed as Political Science Instructor, Pos #P0001559, Division of Social and Behavioral Sciences, Saddleback College, effective August 10, 2020. Approximate Salary Placement: Range V, Step 1. Education: Ph.D., Political Thought; Virginia Tech; M.A., International Affairs; The New School, New York; B.A., Psychology; Eugene Lang College.
- c. CHAU, GRACE ID #024216 is to be employed as Nursing Instructor (FT Temporary 1-Year), Pos. #P0018289, Division of Health Science and Human Services, Saddleback College, effective August 10, 2020. Approximate Salary Placement: Range V, Step 1. Education: M.S.N., Nursing Education; Azusa Pacific University; B.S.N., Nursing; Chamberlain College of Nursing; B.A, Human Development; University of California, San Diego.
- d. ELTAWIL, NOOR ID #023857 is to be employed as Physics Instructor (FT Temporary 1-Year), Pos. #P0017943, Division of Math, Science, & Engineering, Saddleback College, effective August 10, 2020. Approximate Salary Placement: Range II, Step 1. Education: M.S., Physics; University of California, Irvine; B.S., Physics; University of California, Los Angeles.
- e. GALICH, JENNIFER ID #024483 is to be employed as Nursing Instructor (FT Temporary 1-Year), Pos. #P0018290, Division of Health Science and Human Services, Saddleback College, effective August 10, 2020. Approximate Salary Placement: Range V, Step 1. Education: M.S.N., B.S.N., Nursing; Azusa Pacific University; B.A., Psychology; San Francisco State University; A.A, Liberal Arts; Orange Coast College.

			<u>Approx.</u>	
			<u>Salary</u>	
<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	Placement	Start Date
Anorma, Chelsea	PhD/Chemistry	Chemistry/SC	5	08/17/20
	MS/Health Information	Health Information		
Braish, Kamar	Management	Technology/SC	2	08/17/20
Chavez, Elizabeth	MA/Physical Education	Emeritus/SC	2	08/17/20
Farrell, Katy	MS/Library Science	Librarian/IVC	2	08/17/20
Gruen, Linda	MA/Spanish	Spanish/IVC	2	08/17/20
Jacob, Brian	MA/English	English/IVC	2	08/17/20
Mendiola, Fabrizio	Equivalency	Kinesiology/IVC	1	08/17/20
Nguyen, Hanh	MS/Chemistry	Chemistry/IVC	2	08/17/20
Patcha, Susan	Equivalency	Nursing/SC	1	08/17/20
Razban, Erin	MA/Geography	Geography/SC	2	08/17/20
		Computer Information		
Sakallah, Faten	MS/Computer Engineering	Management/IVC	2	08/17/20
Winkel, Lance	MA/Fine Arts	Art/IVC	5	08/17/20
Zhang, Bingjie	PhD/Chemistry	Chemistry/IVC	5	08/17/20

3. <u>ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF</u> (Ratified - Pursuant to Board Policy 4000)

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Adams, Brittany	Chair, Humanities	\$1,172.80	05/26/20-08/09/20
Adams, Brittany	Chair, Humanities	\$6,831.00	08/10/20-12/16/20
Bailey, Cheryl	Library Services Coordinator	\$1,518.00	08/10/20-12/16/20
Bailey, Cheryl	Chair, Library	\$2,277.00	08/10/20-12/16/20
Bailey, Cheryl	TATF Coordinator	\$3,036.00	08/10/20-12/16/20
Bailey, Cheryl	OETF Coordinator	\$9,108.00	08/10/20-12/16/20
Brass, Monique	Fitness Center Facilitator	\$6,072.00	08/10/20-12/16/20
Buller, Lim	CWE Coordinator (Gen Fund)	\$910.80	08/10/20-12/16/20
Cassens, Michael	Chair, Psychology	\$3,795.00	08/10/20-12/16/20
Chatkupt, Terry	Chair, Art	\$6,831.00	08/10/20-12/16/20
Cullen, Thomas	SLO Taskforce	\$4,554.00	08/10/20-12/16/20
Donavan, Keith	Co-Chair, Physical Sciences	\$3,036.00	08/10/20-12/16/20
Donavan, Keith	SLO Coordinator	\$4,554.00	08/10/20-12/16/20
Gabriella, Wendy	Chair, Anthropology	\$3,036.00	08/10/20-12/16/20
Ghuloum, Adam	Chair, Economics	\$1,172.80	05/26/20-08/09/20
Ghuloum, Adam	Chair, Economics	\$3,036.00	08/10/20-12/16/20
Gutierrez, Luis	Chair, Administration of Justice	\$3,795.00	08/10/20-12/16/20
Hernandez, Jerry	Co-Chair, Kinesiology,	\$3,795.00	08/10/20-12/16/20
	Health/Athletics		
Hochwald, Seth	Co-Chair, Computer Science	\$1,518.00	08/10/20-12/16/20

B. <u>ADDITIONAL COMPENSATION: GENERAL FUND</u> - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Hollenbaugh,	Chair, Sociology	\$3,036.00	08/10/20-12/16/20
Robert			
Hollenbaugh,	Curriculum Review Co-Leader	\$6,072.00	08/10/20-12/16/20
Robert			
Huber, Kenneth	Matriculation Co-facilitator	\$3,036.00	08/10/20-12/16/20
Kil, Joon	Chair, Political Science	\$3,036.00	08/10/20-12/16/20
King, Donna	Chair, Human Development	\$3,795.00	08/10/20-12/16/20
La Curan, Jennifer	Chair, Dance	\$6,072.00	08/10/20-12/16/20
Loke, Chan	Co-Chair, Computer Science	\$1,518.00	08/10/20-12/16/20
Long, Lewis	President, Faculty Association	\$4,398.00	05/26/20-08/09/20
McLaughlin,	Paralegal Program Coordinator	\$3,036.00	08/10/20-12/16/20
Elizabeth			
Melendez, Robert	Chair, Counseling	\$3,036.00	08/10/20-12/16/20
Melendez, Robert	Counseling Dept. Coordinator	\$3,036.00	08/10/20-12/16/20
Melendez, Robert	Early College Facilitator	\$6,072.00	08/10/20-12/16/20
	Counseling		
Monte, Brent	Co-Chair, Mathematics	\$4,554.00	08/10/20-12/16/20
Neesen, William	Facilitator, Forensics 2nd Half	\$3,795.00	08/10/20-12/16/20
	Semester		
Pham, Lan	Co-Chair, Mathematics	\$4,554.00	08/10/20-12/16/20
Sahani, Navneet	Facilitator, Model United Nations	\$4,554.00	08/10/20-12/16/20
Scherger, Deanna	Writing Center Facilitator	\$6,072.00	08/10/20-12/16/20
Scott, Daniel	Chair, Business Sciences	\$7,590.00	08/10/20-12/16/20
Titus, Jodi	Chair, Geography	\$3,036.00	08/10/20-12/16/20
Weatherford,	Co-Chair, Kinesiology,	\$3,795.00	08/10/20-12/16/20
Theodore	Health/Athletics		
Wolken, Matthew	Chair, IDEA	\$4,554.00	08/10/20-12/16/20
General Fund/IVC	Month to Date:	\$ 158,695.40	
	FISCAL YEAR TO DATE:	\$ 177,020.40	
		. ,	

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Alexander, Ariel	Chair, Music	\$3,415.50	08/10/20-12/16/20
Baker, Raffaela	Assistant Forensic Coordinator	\$2,500.00	08/10/20-12/16/20
Barrows, Morgan	Chair, Env Studies/Ecology/Marine	\$3,795.00	08/10/20-12/16/20
	Science		
Bear, Teresa	Chair, Chemistry	\$3,795.00	08/10/20-12/16/20
Beckham, Jack	Writing Center Coordinator	\$2,277.00	08/10/20-12/16/20
Beckham, Jack	English Comp Coordinator	\$4,554.00	08/10/20-12/16/20

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	Activity	<u>Amount (\$)</u>	Effective Date
Bennett, Michael	Chair, Adapted Kinesiology	\$3,795.00	08/10/20-12/16/20
Bergquist-Turori,	Radio Station Coordinator	\$9,867.00	08/10/20-12/16/20
Melodie			
Bowman, Donald	Chair, Accounting	\$3,795.00	08/10/20-12/16/20
Branch-Stewart,	Chair, Human Services	\$3,795.00	08/10/20-12/16/20
Kim			
Camelot, Allison	Chair, Sociology	\$3,036.00	08/10/20-12/16/20
Cavazzi, Deidre	Chair, Dance	\$5,313.00	08/10/20-12/16/20
Cesareo, Claire	Chair, Anthropology/Ethnic Studies	\$3,795.00	08/10/20-12/16/20
Chang, Sarah	Chair, Counseling	\$3,036.00	08/10/20-12/16/20
Chu, Hencelyn	Chair, Medical Lab Technician	\$3,036.00	08/10/20-12/16/20
Cox, Barbara	Chair, Business	\$531.30	08/10/20-12/16/20
Crabb, Kerry	Chair, Intercollegiate Athletics	\$4,554.00	08/10/20-12/16/20
Cubbage, April	Co-Chair, Gender and Sexuality	\$1,518.00	08/10/20-12/16/20
	Studies		
Damm, Kathryn	Chair, Psychology	\$4,554.00	08/10/20-12/16/20
Damm, Kathryn	SLO Coordinator	\$9,108.00	08/10/20-12/16/20
DeDonno, Thomas	Chair, CIM/Admin Asst	\$6,072.00	08/10/20-12/16/20
Eldred, Stacy	Chair, Adult Education	\$2,023.80	08/10/20-12/16/20
Evancoe, Eugene	Chair, Electronics/Comp	\$3,036.00	08/10/20-12/16/20
	Maintenance		
Even, Ryan	Chair, Art/Photography	\$3,036.00	08/10/20-12/16/20
Fisher, Katherine	Co-Chair, English	\$789.36	08/10/20-12/16/20
Gabdrakhmanova,	Chair, Interior Design	\$3,795.00	08/10/20-12/16/20
Farida			
Ghanbarpour,	Chair, History	\$6,072.00	08/10/20-12/16/20
Christina			
Gilbert, Annie	Chair, Adult Education	\$2,023.80	08/10/20-12/16/20
Haeri, Mitchell	Chair,	\$3,036.00	08/10/20-12/16/20
	Astronomy/Physics/Engineering		
Haight, Laura	Chair, Art/Photography	\$3,036.00	08/10/20-12/16/20
Hardick, Randolph	Chair, EMS/Paramedics	\$3,036.00	08/10/20-12/16/20
Hernandez Bravo,	Language Lab Coordinator	\$2,277.00	08/10/20-12/16/20
Carmenmara			
Hernandez Bravo,	Co-Chair, International Languages	\$6,679.20	08/10/20-12/16/20
Carmenmara			
Hoolihan, Lori	Chair, Family, Consumer Science,	\$3,036.00	08/10/20-12/16/20
	& Nutrition		
Huggins, Barbara	Chair, Nursing/Health Science	\$2,656.50	08/10/20-12/16/20
Huntley, Anthony	Chemical Hygiene Coordinator	\$4,554.00	08/10/20-12/16/20
Ibbotson, Jill	Chair, Adult Education	\$2,023.80	08/10/20-12/16/20
Konishi, Hiromasa	Chair, Cinema, TV, Radio	\$5,313.00	08/10/20-12/16/20

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Langrell, Jenny	Library Coordinator	\$4,554.00	08/10/20-12/16/20
Lawson, Anne	Chair, Nursing/Health Science	\$2,656.50	08/10/20-12/16/20
Lee, Kenneth	Co-Chair, Horticulture/Landscape	\$1,897.50	08/10/20-12/16/20
	Design		
Licavoli, Lisa	Emeritus Coordination	\$1,518.00	08/10/20-12/16/20
Licavoli, Lisa	Chair, Emeritus	\$2,884.20	08/10/20-12/16/20
Lovett, Margot	Co-Chair, Gender and Sexuality	\$1,518.00	08/10/20-12/16/20
-	Studies		
Lowe, Lesley	Emeritus Coordination	\$1,518.00	08/10/20-12/16/20
Lowe, Lesley	Chair, Emeritus	\$5,768.40	08/10/20-12/16/20
Major, Nicole	Chair, Sociology	\$2,277.00	08/10/20-12/16/20
McElroy, Glen	Chair, Health	\$3,036.00	08/10/20-12/16/20
McGirr, Julie	ESL Lab Services Coordinator &	\$3,795.00	08/10/20-12/16/20
	AESL Liaison		
McGirr, Julie	Chair, English as a Second	\$5,313.00	08/10/20-12/16/20
	Language		
McGroarty, Diane	Chair, Fashion	\$4,554.00	08/10/20-12/16/20
McGuire, William	Chair, Theatre	\$4,554.00	08/10/20-12/16/20
Messenger, Lisa	Emeritus Coordination	\$1,518.00	08/10/20-12/16/20
Messenger, Lisa	Chair, Emeritus	\$5,768.40	08/10/20-12/16/20
Murray, Peter	Chair, Humanities/Philosophy	\$3,036.00	08/10/20-12/16/20
O'Leary, Thomas	Chair, Art History/Fine Arts	\$3,036.00	08/10/20-12/16/20
ORourke, Shawn	Forensic Coordinator	\$5,000.00	08/10/20-12/16/20
Pakula, Jennifer	Chair, Economics	\$3,036.00	08/10/20-12/16/20
Pakula, Jennifer	Chair, Political Science	\$3,036.00	08/10/20-12/16/20
Perez, Lawrence	Chair, Computer Science	\$3,036.00	08/10/20-12/16/20
Pires, Marcelo	Co-Chair, Biology/Oceanography	\$3,036.00	08/10/20-12/16/20
Posada, Timothy	Chair, Journalism	\$3,036.00	08/10/20-12/16/20
Quinlan, Emily	Chair, Business	\$4,781.70	08/10/20-12/16/20
Radden, Larry	Assistant Forensic Coordinator	\$2,500.00	08/10/20-12/16/20
Repka, James	Chair, Geology	\$3,036.00	08/10/20-12/16/20
Schermerhorn,	Chair, Real Estate	\$1,138.50	08/10/20-12/16/20
Brockton			
Sellers, Joel	Chair, Music	\$3,415.50	08/10/20-12/16/20
Silveira, Lisa	Co-Chair, Mathematics	\$3,036.00	08/10/20-12/16/20
Sirulnik, Abby	Co-Chair, Biology/Oceanography	\$3,036.00	08/10/20-12/16/20
Smith, Christina	Chair, Educational Studies	\$3,036.00	08/10/20-12/16/20
Steinriede, Lindsay	Chair, Kinesiology & Recreation	\$6,831.00	08/10/20-12/16/20
Stephens, Blake	Chair, Architecture/Drafting	\$4,554.00	08/10/20-12/16/20
Stevenson, Robert	Chair, Advanced Manufacturing	\$3,036.00	08/10/20-12/16/20
Tamer, Rita	Chair, American Sign Language	\$3,036.00	08/10/20-12/16/20
Tamialis, Barbara	Chair, Child Development	\$6,072.00	08/10/20-12/16/20

B. <u>ADDITIONAL COMPENSATION: GENERAL FUND</u> - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Taylor, Karen	Chair, Graphic Comm/Design	\$3,795.00	08/10/20-12/16/20
Vogel, Jeff	Academic Reading Coordinator	\$2,277.00	08/10/20-12/16/20
Vogel, Jeff	Chair, Reading	\$3,036.00	08/10/20-12/16/20
Walsh, Daniel	Co-Chair, Geography/GIS	\$1,518.00	08/10/20-12/16/20
Walsh, Daniel	Professional Development Week	\$6,072.00	08/10/20-12/16/20
	Coordinator		
Welc, S.	Chair, Real Estate	\$1,138.50	08/10/20-12/16/20
White-Alcover,	Chair, Medical Assistant/Medical	\$3,036.00	08/10/20-12/16/20
Susan	Ins.		
Yassine, Amina	Co-Chair, International Languages	\$1,669.80	08/10/20-12/16/20
General Fund/SC Month to Date:		\$ 291,998.26	
SC APPROVED FISCAL YEAR TO DATE:		\$ 315,608.96	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Buller, Lim	CWE Coordinator (Grant)	\$3,643.20	08/10/20-12/16/20
Chan, Carlo	Math 8+387 Coordinator	\$1,518.00	08/10/20-12/16/20
Danufsky, Joshua	Math 124+347 Coordinator	\$1,518.00	08/10/20-12/16/20
Erbas White, Ilknur	Math 10+317 Coordinator	\$1,518.00	08/10/20-12/16/20
Galvin, Kelicia	ESL 370 Course Coordinator	\$1,457.28	08/10/20-12/16/20
Henmi, Judy	DSPS Faculty Coordinator	\$3,825.36	08/10/20-12/16/20
Huggett, Danelle	WR 1 SI Coordinator	\$7,590.00	08/10/20-12/16/20
Jerome, Amanda	ESL 360 Course Coordinator	\$1,457.28	08/10/20-12/16/20
Johnson, Jeffrey	WR 1+302 Co Coordinator	\$1,457.28	08/10/20-12/16/20
King, Donna	Teacher Preparation	\$500.94	08/10/20-12/16/20
Liu, Emily	WR 2 Coordinator	\$1,032.24	08/10/20-12/16/20
Mackenzie, Emalee	SWP Biotech Regional Coord.	\$2,653.46	05/26/20-08/09/20
Morris, April	GAP4+1 Program Director	\$10,626.00	08/10/20-12/16/20
Nguyen, Tuan	Teacher Preparation	\$2,003.76	08/10/20-12/16/20
Noroozi, Zahra	NSF S-STEM Co-PI 2	\$2,853.84	08/10/20-12/16/20
Romero, Amanda	Coordinator, CTE Faculty Committee	\$3,036.00	08/10/20-12/16/20
Schwartz, Gail	AESL Curriculum Project Work	\$2,649.60	07/01/20-07/30/20
Soltani, Parisa	CalWORKs/TANF Programs	\$3,441.31	08/10/20-12/16/20
Vernazza, Daniel	WR 1+302 Co Coordinator	\$1,032.24	08/10/20-12/16/20
Wilson, Jeffrey	ESL 90 Course Coordinator	\$1,457.28	08/10/20-12/16/20
Wolken, Matthew	NSF S-STEM Co-PI 1	\$2,853.84	08/10/20-12/16/20
Categorical/Non-General Fund/IVC Month to Date: IVC APPROVED FISCAL YEAR TO DATE:		\$ 58,124.91 \$ 118,063.44	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following Saddleback College faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Barrows, Morgan	Chair, Env Studies/Ecology/Marine Science	\$2,656.50	08/10/20-12/16/20
Bennett, Michael	KNEA Program Coordinator	\$7,590.00	08/10/20-12/16/20
Bird, Chrissy	OTAN Training	\$88.32	03/27/20-03/27/20
Bogusiewicz, Kelley	OTAN Training	\$88.32	03/27/20-03/27/20
Branch-Stewart, Kim	Chair, Human Services	\$1,518.00	08/10/20-12/16/20
Bumbesti, Mircea	OTAN Training	\$88.32	03/27/20-03/27/20
Cavazzi, Bentley	Summer Video Project Adult Ed	\$2,428.80	05/28/20-08/09/20
Cavazzi, Bentley	OTAN Training	\$88.32	03/27/20-03/27/20
Eid, Marguerite	OTAN Training	\$88.32	03/27/20-03/27/20
Eldred, Stacy	Adult Ed Coord.	\$4,554.00	08/10/20-12/16/20
Gabdrakhmanova, Farida	Chair, Interior Design	\$1,518.00	08/10/20-12/16/20
Hanson, Maria	CalWORKs Coordination	\$4,554.00	08/10/20-12/16/20
Hoolihan, Lori	Chair, Family, Consumer Science, & Nutrition	\$1,897.50	08/10/20-12/16/20
Huggins, Barbara	Chair, Nursing/Health Science	\$4,554.00	08/10/20-12/16/20
Inlow, Lisa	Chair, Culinary, Hospitality & Tourism	\$2,656.50	08/10/20-12/16/20
Lawson, Anne	Chair, Nursing/Health Science	\$4,554.00	08/10/20-12/16/20
Lee, Kenneth	Chair, Horticulture/Landscape Design	\$2,656.50	08/10/20-12/16/20
Major, Nicole	ZTC Coordinator	\$2,277.00	08/10/20-12/16/20
McGroarty, Diane	Chair, Fashion	\$1,138.50	08/10/20-12/16/20
McMurtrey, Megan	Summer Bridge Case Management	\$1,897.80	06/15/20-08/09/20
Millovich, June	CDT Student Aid	\$5,082.26	08/10/20-12/16/20
Pakula, Jennifer	ZTC Coordinator	\$2,277.00	08/10/20-12/16/20
Posada, Timothy	Chair, Journalism	\$1,518.00	08/10/20-12/16/20
Quinlan, Emily	Guided Pathways Lead	\$4,554.00	08/10/20-12/16/20
Stephens, Blake	Chair, Architecture/Drafting	\$1,897.50	08/10/20-12/16/20
Stevenson, Robert	Chair, Advanced Manufacturing	\$1,897.50	08/10/20-12/16/20
Tamialis, Barbara	Chair, Child Development	\$3,036.00	08/10/20-12/16/20
Taylor, Karen	Chair, Graphic Comm/Design	\$2,656.50	08/10/20-12/16/20
Zaino, Rebecca	Adult Ed Coord.	\$4,554.00	08/10/20-12/16/20
0	eneral Fund/SC Month to Date: SCAL YEAR TO DATE:	\$ 74,365.46 \$ 103.988.64	

SC APPROVED FISCAL YEAR TO DATE:

\$ 103,988.64

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of Distance Education Pedagogy Course.

		Not to Exceed	
		Amount	
Name	Activity	<u>(\$)</u>	Effective Date
Ahad, Sally	DE Pedagogy Course	\$176.62	07/16/20-07/16/20
Alvarez, Lisa	DE Pedagogy Course	\$176.62	07/27/20-08/03/20
Bahadori, Masih	DE Pedagogy Course	\$176.62	07/20/20-08/03/20
Brass, Monique	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
Brody, Jaime	DE Pedagogy Course	\$176.62	07/17/20-08/03/20
Canellos, Denise	DE Pedagogy Course	\$176.62	07/20/20-08/03/20
Chavez, Christian	DE Pedagogy Course	\$176.62	07/16/20-07/21/20
Clamp, Brian	DE Pedagogy Course	\$176.62	07/21/20-07/21/20
Conrad, Brad	DE Pedagogy Course	\$176.62	07/16/20-07/21/20
Cullen, Thomas	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Dolbin, RJ	DE Pedagogy Course	\$176.62	07/16/20-07/17/20
Dorner, Meredith	DE Pedagogy Course	\$176.62	07/17/20-07/18/20
Dumais, Claudine	DE Pedagogy Course	\$176.62	07/20/20-08/03/20
Escamilla, Dorian	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Giraldez-Betron,	DE Pedagogy Course	\$176.62	07/08/20-07/12/20
Rocio			
Girardet, Mathieu	DE Pedagogy Course	\$176.62	07/29/20-08/03/20
Goncalves,	DE Pedagogy Course	\$176.62	07/18/20-08/03/20
Mauricio			
Herold, Julie	DE Pedagogy Course	\$176.62	07/19/20-07/19/20
Huber, Kenn	DE Pedagogy Course	\$176.62	07/19/20-08/03/20
Idleman, Brandee	DE Pedagogy Course	\$176.62	07/15/20-07/21/20
Jankovic, Teresa	DE Pedagogy Course	\$176.62	07/16/20-07/16/20
Johnson, Shauna	DE Pedagogy Course	\$176.62	07/20/20-07/21/20
Kaminsky, Rebecca	DE Pedagogy Course	\$176.62	07/16/20-07/19/20
Kil, Joon	DE Pedagogy Course	\$176.62	07/26/20-08/03/20
Levy, Andrew	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
Lin, Alice	DE Pedagogy Course	\$176.62	07/16/20-07/17/20
Lona, Jennette	DE Pedagogy Course	\$176.62	07/25/20-08/03/20
Ly, Tuyen	DE Pedagogy Course	\$176.62	07/17/20-08/03/20
Madole, Kent	DE Pedagogy Course	\$176.62	07/31/20-08/03/20
Mathur, Roopa	DE Pedagogy Course	\$176.62	07/17/20-07/17/20
McCrory, Roy	DE Pedagogy Course	\$176.62	08/02/20-08/03/20
McGrogan, Martin	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
McMahan, Terri	DE Pedagogy Course	\$176.62	07/20/20-08/03/20
Mis, Benjamin	DE Pedagogy Course	\$176.62	07/16/20-07/20/20
Mitolo, Massimo	DE Pedagogy Course	\$176.62	07/16/20-07/21/20
Monte, Brent	DE Pedagogy Course	\$176.62	07/16/20-07/19/20
Nguyen, Steven	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Perlman, Randi	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Pham, Jax	DE Pedagogy Course	\$176.62	07/20/20-07/20/20

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of Distance Education Pedagogy Course.

		Not to Exceed	
		Amount	
Name	Activity	(\$)	Effective Date
Piotrowski, Cody	DE Pedagogy Course	\$176.62	07/22/20-08/03/20
Reisch, Carla	DE Pedagogy Course	\$176.62	07/17/20-07/17/20
Rivas, Daniel	DE Pedagogy Course	\$176.62	07/16/20-07/20/20
Romero, Amanda	DE Pedagogy Course	\$176.62	07/16/20-07/19/20
Ryals, Kay	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Rybold, Gary	DE Pedagogy Course	\$176.62	07/14/20-07/21/20
Scherger, Deanna	DE Pedagogy Course	\$176.62	07/20/20-07/20/20
Seong, Sarah	DE Pedagogy Course	\$176.62	07/21/20-07/21/20
Seraphin, Eva	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
Shank, Virginia	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Shume, Esayas	DE Pedagogy Course	\$176.62	07/19/20-08/03/20
Sit, Weng San	DE Pedagogy Course	\$176.62	07/15/20-07/15/20
Sun, Sanda	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
Taibjee, Sukena	DE Pedagogy Course	\$176.62	07/16/20-08/03/20
Terranova, John	DE Pedagogy Course	\$176.62	08/01/20-08/03/20
Tresler, Matthew	DE Pedagogy Course	\$176.62	07/16/20-07/16/20
Tucker, Kari	DE Pedagogy Course	\$176.62	07/16/20-08/06/20
Uchida, Yoshiko	DE Pedagogy Course	\$176.62	07/16/20-07/21/20
Uchlik, Aleksandra	DE Pedagogy Course	\$176.62	07/20/20-08/03/20
Vernazza, Daniel	DE Pedagogy Course	\$176.62	07/21/20-08/03/20
Weil, Alex	DE Pedagogy Course	\$176.62	07/16/20-08/03/20

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of Distance Education Pedagogy Training (20 hrs).

		Not to Exceed	
		Amount	
Name	<u>Activity</u>	<u>(\$)</u>	Effective Date
Allen, Philip	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Anand, Preetha	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Baggs, Tiffany	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Baker, Raffaela	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Benitez, Alma	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Bonnell, Laura	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Boustani, Ladi	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Brosch, Melissa	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Brown, Abbey	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Brown, Daniel	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Browne, Tsekani	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Buzdygan, Jolanta	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Byron, Meredith	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of Distance Education Pedagogy Training (20 hrs).

		Not to Exceed	
Name	Activity	<u>Amount</u> (\$)	Effective Date
Calahane, Kacey	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Canett-Bailes,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Loretta		¢00 0.2 0	01/00/20 01/10/20
Castro Rodriguez,	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Noemi		+ • • • • • • •	
Cavazzi, Bentley	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Chhun, Stephanie	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Cook, Jodie	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Cooper, Craig	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Craig, Sandra	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Cruz, Caroline	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Cushing, Joe	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Daly, Anthony	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Daniels, Brittany	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Dassero, Sarah	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
De Santiago, Stacy	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
DeMarco-Barrett,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Barbara			
Diesel, Elizabeth	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Dinger, Michelle	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Donnell, Ted	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Douglas, Denice	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Dowling, Denise	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Eid, Marguerite	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Erb, Adrian	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Ewing, Richard	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Fernandez, Ricardo	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Figueira, Vera	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Fisher, Marni	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Foster, Patricia	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Gallardo, Cara	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Gandoumani,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Toshiko			
Ghidella, Richard	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Goodspeed, Joan	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Gudowski, Serge	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Hardesty, Catharine	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Hare, Matthew	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Harrison, Charles	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Hoggatt, Mandy	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Holoboski, Mark	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS - Continued

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of Distance Education Pedagogy Training (20 hrs).

		Not to Exceed	
		<u>Amount</u>	
<u>Name</u>	Activity	<u>(\$)</u>	Effective Date
Huberg, TJ	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Hurtado, Alejandra	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Jones, Kris	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Jorrisch, Joel	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Kibbe, Joe	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Kim, Kendrick	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Kind, Roxanne	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Kunze-Thibeau,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Lori			
Lane, Gary	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Law, Dennis	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Leonard, Stephanie	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Lommatsch Barrett,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Cheryl			
Lotterman, Brad	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Lu, Jianhua	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Lynch, Stephanie	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Mazor, Marya	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
McCullough, Lari	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
McMahon, Arnold	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Medich, Melissa	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Mogasemi, Med	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Monette, Michael	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Muresan, Branden	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Nassimi, Mona	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Navarro, Jonathan	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Ortiz, Samuel	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Park, Adriana	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Peterson, Eric	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Pfeiler, Donna	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Phillips, Matthew	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Pillsbury, Brent	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Pope, Laura	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Pyo, Henry	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Raynesford, Kim	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Robinson, Jeanne	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Rokni, Sara	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Rosner, Marley	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Russell, Susan	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Schmoeller, Gary	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Schubert, Patricia	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
~ shue or , i unioid	2 istante Laurantin i raugogy frummig 20115	\$005.20	0,,00,20 0,,10,20

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS - Continued

2. It is recommended that the following Saddleback College faculty members be compensated upon completion of Distance Education Pedagogy Training (20 hrs).

Nama	A _ / • _ • /	Not to Exceed Amount	
Name	Activity	<u>(\$)</u>	Effective Date
Sebei, Eman	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Selff, Sean	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Selvius, Lissy	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Signo-Jackson, Janet	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Sommerville, Nancy	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Speare, Max	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Stachenfeld,	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Marilyn			
Takahashi, Mariko	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Taylor, Nils	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Tolentino,	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Emmanuel			
Torres, Ty	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Turcotte, Jan	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
VanGuilder,	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Michael			
Velazquez, Alma	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Vo Luong, My	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Voisard, Norbert	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Whitney, Marisa	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20
Wilson, Jacob	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Wooten, Jeremey	Distance Education Pedagogy Training 20hrs	\$883.20	06/08/20-06/18/20
Young, Cameron	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Zaino, Rebecca	Distance Education Pedagogy Training 20hrs	\$883.20	07/06/20-07/16/20
Zaldarriaga, Marie	Distance Education Pedagogy Training 20hrs	\$883.20	06/22/20-07/02/20

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

RESIGNATIONS

- 1. NASTANSKI, JENNIFER, ID #020640, Nursing Instructor #P0002896, Division of Health Science, Saddleback College, resignation effective May 21, 2020. Start date: January 8, 2019.
- 2. WHITMORE, GREGORY, ID #024457, Music Instructor #P0001027, School of the Arts, Irvine Valley College, resignation effective May 21, 2020. Start date: August 12, 2019.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

RETIREMENTS

1. MACMILLAN, SHARON, ID #001097, Political Science Instructor #P0001610, Division of Social and Behavioral Sciences, Saddleback College, retirement effective May 22, 2020. Start date: August 22, 1977. Years of Service: 42 Years, 9 Months.

F. <u>REORGANIZATION/RECLASSIFICATION</u>

- 1. SADDLEBACK COLLEGE seeks authorization to reorganize the following position, within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.
 - a. REORGANIZE DIRECTOR OF FINANCIAL AID, a Classified Manager, Pos. #P0004554, Enrollment Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, full-time, 40 hours per week, 12 months per year;
 TO DIRECTOR OF FINANCIAL AID, a Classified Manager, Pos. #P0004554, Enrollment Services Academic Administrators and Classified Administrators/Managers

Enrollment Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 17, full-time, 40 hours per week, 12 months per year position, effective August 1, 2020. This reorganization was approved by the Chancellor on August 6, 2020.

- i. **REORGANIZE** AMBER GALLAGHER, ID #022621, from DIRECTOR OF FINANCIAL AID, a Classified Manager, Pos. #P0004554, Enrollment Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, Step 7, full-time, 40 hours per week, 12 months per year; to DIRECTOR OF FINANCIAL AID, a Classified Manager, Pos. #P0004554, Enrollment Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 17, Step 6, full-time, 40 hours per week, 12 months per year, effective August 1, 2020.
- 2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following position(s) within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment, from reporting to the Dean of Enrollment Services, to begin reporting to the Vice President for Student Services, effective August 1, 2020.
 - a. Director of Financial Aid, Pos. #P0004554 (Appointed to Amber Gallagher, ID #022621)
- 3. ¹SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following position(s) within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment, from reporting to the Dean of Health Sciences and Human Services, to begin reporting to the Executive Dean of Extended Learning, Categorical, effective July 1, 2020.
 - a. Director of Foster and Kinship Care Education Program, Categorical, Pos. #P0005023 (Appointed to Martine Wehr, ID #016591)

¹ Saddleback College seeks authorization to change the reporting structure for Foster and Kinship Care Education, from reporting to the Division of Health Sciences and Human Services, to begin reporting to Extended Learning.

F. <u>REORGANIZATION/RECLASSIFICATION</u> – Continued

- 4. ²SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following position(s) within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment, from reporting to the Dean of Kinesiology and Athletics, to begin reporting to the Dean of Fine Arts and Media Technology, effective July 1, 2020.
 - a. Dance Instructor, Pos. #P0004453 (Appointed to Deidre Cavazzi, ID #014699)
 - b. Dance Instructor, Pos. #P0001770 (Appointed to Steve Rosa, ID #023783)

² Saddleback College seeks authorization to change the reporting structure for Dance, from reporting to the Division of Kinesiology and Athletics, to begin reporting to the Division of Fine Arts.



Office of Human Resources

AGREEMENT FOR EMPLOYMENT OF VICE PRESIDENT FOR STUDENT SERVICES BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. MARTHA MCDONALD

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this twenty-fourth day of August, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Martha McDonald (hereinafter "Vice President" or "Dr. McDonald").

IT IS HEREBY AGREED AS FOLLOWS:

1. <u>Vice President for Student Services.</u> Dr. McDonald is hereby employed for a period of time commencing on August 24, 2020, and ending on June 30, 2022, as the Vice President for Student Services. The Vice President is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

3. <u>Powers and Duties</u>. Dr. McDonald shall perform all of the powers and duties of the position of Vice President for Student Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. McDonald may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. <u>Salary</u>. Salary paid to the Vice President for Student Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 8, \$253,320 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice President for Student Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. <u>Professional Schedule and Vacation</u>. The Vice President for Student Services shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Vice President for Student Services shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Vice President for Student Services shall also accrue two (2) days of paid vacation leave for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. The

Vice President for Student Services may accrue vacation days up to a maximum of forty-eight (48) days. Once the Vice President reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, the Vice President for Student Services shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President.

6. <u>Performance Evaluations</u>:

6.1 The President will provide Dr. McDonald with periodic opportunities to discuss the Vice President/President relationship.

6.2 The President will set Dr. McDonald's goals for each 12-month period by June 20 of the preceding academic year. Dr. McDonald's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. McDonald, as actually budgeted, and in accordance with District policies and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. McDonald in the performance of the duties of Vice President for Student Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. McDonald for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. McDonald with a monthly stipend of \$475 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. <u>Fringe Benefits</u>. The District shall provide to Dr. McDonald, her spouse/registered domestic partner, and eligible dependents all health and welfare benefits, which presently include health, medical, dental, and vision, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. McDonald, her spouse/registered domestic partner, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. <u>Amendment, Non-renewal, or Termination</u>.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411, 72411.5, and 87458. If the Board determines to exercise its right to not renew this Agreement, the Board shall send the Vice President for Student Services written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Vice President for Student Services, this Agreement will terminate effective at the close of business on the next succeeding June 30th. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of non-renewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its 9.3 right to early termination of this Agreement, the Board, the President, or designee, shall provide the Vice President for Student Services with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et seq. and Sections 87732 et seq. shall not apply to termination of this Agreement. The Vice President for Student Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President for Student Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President for Student Services, provide the Vice President for Student Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for Student Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President for Student Services shall immediately cease to receive the compensation, benefits, and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Vice President for Student Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for Student Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. McDonald's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 *et seq.*, in the event the Vice President is convicted of a crime constituting an "abuse of office," the Vice President shall reimburse the District to the fullest extent mandated by Government Code section 53243 *et seq.* (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 *et seq.*

10. <u>Entire Agreement</u>. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party nor against the other party on account of such party drafting any of the provisions of this Agreement.

11. <u>Headings</u>. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. <u>Applicable Law</u>. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California.

13. <u>Savings Clause</u>. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

by

Dated _____

Dr. Kathleen F. Burke Chancellor South Orange County Community College District

Any by Me ...

Dr. Martha McDonald Vice President for Student Services Irvine Valley College

Dated July 30, 2020

- **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.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 4000)
 - a. ¹SEMANIK, ERIKA is to be employed as Office Assistant, Categorical, Pos. #P0011545, Adult Education, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 25 hours per week, 12 months per year, effective July 2, 2018. <u>Employment in this categorical funded position is contingent upon funding by the Adult Education/K-12 Partnerships</u>. <u>This position was approved by the Interim Chancellor on June 17, 2017</u>.

B. <u>AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR</u> <u>MONTHS PER YEAR FOR CLASSIFIED POSITIONS</u>

- 1. ACCOMPANIST, Pos. #P0003897, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, Division of Fine Arts, Saddleback College, seeks authorization to decrease the months per year for this full-time, 40 hours per week, 12 months per year position, to full-time, 40 hours per week, 10 months per year, effective August 1, 2020. (Position #P0003897, is vacant)
- IT SYSTEMS SPECIALIST I, Pos. #P0003457, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Technology Services, Irvine Valley College, seeks authorization to increase the hours per week for this part-time, 29 hours per week, 12 months per year position, to full-time, 40 hours per week, 12 months per year, effective August 6, 2020. (Position #P0003457, is appointed to Richard Wagner, ID #021809)
- C. <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)
 - 1. SADDLEBACK COLLEGE **placed** the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

	Permanent	Temporary	Range/		Effective
Name	Assignment	Assignment	<u>Step</u>	Hours	Date
Ramirez, Reenie	P0003524,	P0018046 Senior	127/3	40	07/16/2020
	Administrative	Administrative			
	Assistant	Assistant			

¹ The initial salary step placement is being corrected from Range 113, Step 1, on the July 30, 2018, Classified Personnel Actions/Ratifications, to Range 113, Step 3.

- C. <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) – Continued
 - 2. DISTRICT SERVICES **returned** the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

	Permanent	Temporary	Range/		Effective
Name	Assignment	Assignment	Step	Hours	Date
Pham, Loc	P0004058,	P0016882, Interim	140/7	40	07/20/2020
	Network Services	Systems Manager -			
	Analyst	Computers and			
		Networking			
		Operating Systems			

- **D.** <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.
 - 1. SADDLEBACK COLLEGE **returned** the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

Name	Permanent Assignment	<u>Temporary</u> Assignment	<u>Range/</u> Step	Hours	Effective Date
Gonzalez, David	P0003677,	P0016472, Senior	115/5	40	07/13/2020
	Counseling Office	Counseling Office			
	Assistant	Assistant			

E. <u>RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT</u>

1. <u>RESIGNATION</u>

a. DALLA BETA, KEVIN, ID #016967, Accounting Analyst, Pos. #P0010648, College Administrative Services, Saddleback College. Hired July 6, 2009, retirement effective August 8, 2020, 11 years, 1 months' service.

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Non-Bargaining Unit Personnel Actions Regular Items
- ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

<u>STATUS</u>

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

1. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		<u>Hourly</u>	
Name	<u>Classification</u>	<u>Rate (\$)</u>	Start/End Date
Aguilar, Erik	Police Services Spec./IVC	31.33	06/08/20-06/30/20
Aguilar, Erik	Police Services Spec./IVC	32.06	07/01/20-06/30/21
Castro, Michelle	Program Asst./SC	22.69	07/01/20-12/31/20
Chennault, Deborah	Veterans Off. Asst./SC	21.07	07/06/20-06/30/21
Foster, Stephen	Lab. Technician, Art/SC	25.04	07/20/20-06/30/21
Issak, Yussuf	Campus Sec. Off./IVC	21.38	07/01/20-06/30/21
Wootton, Timothy	Sr. Dir. Of College Fac./SC	93.09	06/29/20-06/30/20
Wootton, Timothy	Sr. Dir. Of College Fac./SC	95.41	07/01/20-06/30/21

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2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2020/2021** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Hourly	
Name	Position	Rate \$)	Start/End Date
Bell, Dylan	TMD Aide/IVC	13.50	07/01/20-06/30/21
Brown, Lucy	Project Specialist/SC	18.00	07/01/20-06/30/21
Cueva, Shantelle	TMD Aide/IVC	14.00	07/01/20-06/30/21
Dolan, Bonnie	TMD Aide/IVC	20.00	07/01/20-06/30/21
Florkey, Alexandra	TMD Aide/IVC	17.00	07/01/20-06/30/21
Gardner, Keith	TMD Aide/IVC	13.50	07/01/20-06/30/21
Gore, Lisa	TMD Aide/IVC	20.00	07/01/20-06/30/21
Gregory, Matthew	TMD Aide/IVC	14.00	07/01/20-06/30/21
Heil, Sarah	TMD Aide/IVC	13.50	07/01/20-06/30/21
Hilal, David	TMD Aide/IVC	20.00	07/01/20-06/30/21
Hillenbrand, Nicholas	TMD Aide/IVC	16.00	07/01/20-06/30/21
Kondrath, Jessica	TMD Aide/IVC	20.00	07/01/20-06/30/21
Kristol-Harper, Alona	TMD Aide/IVC	20.00	07/01/20-06/30/21
Lemoine, Jeffrey	TMD Aide/IVC	16.00	07/01/20-06/30/21
Lewis, Diane	TMD Aide/IVC	20.00	07/01/20-06/30/21
Lindahl, Glenda	Project Specialist/SC	18.00	07/01/20-06/30/21
Lucas, Richard	TMD Aide/IVC	13.50	07/01/20-06/30/21
Luu, Minh	Project Specialist/IVC	14.00	07/01/20-06/30/21
Namiranian, Afsaneh	TMD Aide/IVC	16.00	07/01/20-06/30/21
¹ Noyes, Martin	TMD Aide/IVC	20.00	07/01/20-06/30/21
Payne, Roxanna	TMD Aide/IVC	13.50	07/01/20-06/30/21
Perez, Christina	TMD Aide/IVC	20.00	07/01/20-06/30/21
Peyman, Nazila	TMD Aide/IVC	16.00	07/01/20-06/30/21

¹ Related to Jo Ann Noyes, Associate Faculty, Math, Computer Science and Engineering, Irvine Valley College August 31, 2020

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2020/2021** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Hourly	
Name	Position	Rate \$)	Start/End Date
Picard, Amanda	TMD Aide/IVC	16.00	07/01/20-06/30/21
Rangel, Destinee	Project Specialist/IVC	15.00	07/01/20-06/30/21
Salgado, Michael	TMD Aide/IVC	14.00	07/01/20-06/30/21
² Sessler, Madison	Project Specialist/SC	19.00	07/01/20-06/30/21
Sierra, Adriana	TMD Aide/IVC	13.50	07/01/20-06/30/21
Signorelli, Keoni	TMD Aide/IVC	14.00	07/01/20-06/30/21
Stein, Abby	TMD Aide/IVC	13.50	07/01/20-06/30/21
Swanson, Sherrie	Project Specialist/DS	25.00	07/01/20-06/30/21
Turingan, Alana-Sara	Clerk/SC	16.00	07/01/20-06/30/21
Wang, Chun-Sheng	TMD Aide/IVC	20.00	07/01/20-06/30/21

3. The following individuals are to be employed as **Student Help** (**Temporary**), Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2020/2021** academic year.

Name	Start/End Date
Keshavarzian, Farnam	07/01/20-06/30/21
Mansser, Manar	07/01/20-06/30/21
Nguyen, Hoang	07/01/20-06/30/21

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, **Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2020/2021** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Not to
<u>Name</u>	<u>Position</u>	Exceed (\$) Start/End Date
Alattar, Nujoud	Tutor/IVC	16.00 07/01/20-06/30/21
Amirault, Alyssa	Tutor/IVC	14.00 07/01/20-06/30/21
Baker, Yhonatan	Model/SC	25.00 07/01/20-06/30/21
³ Bean, Jennifer	Clinical Skills Specialist/SC	30.00 07/01/20-06/30/21
Best, Thomas	Tutor/IVC	16.00 07/01/20-06/30/21
Bromby, Joshua	Tutor/SC	13.50 06/25/20-06/30/20
Bromby, Joshua	Tutor/SC	13.50 07/01/20-06/30/21
Choi, Katlin	Contract Education/SC	80.00 06/25/20-06/30/20
Choi, Katlin	Contract Education/SC	80.00 07/01/20-06/30/21
Cole, John	Model/SC	25.00 07/01/20-06/30/21
Craig, Steven	AOJ Trainer/IVC	70.00 07/01/20-06/30/21
Daly, Debbie	Clinical Skills Specialist/SC	30.00 07/01/20-06/30/21
Dormaier, Ruth	Model/SC	25.00 07/01/20-06/30/21

² Related to Louis Sessler, Facilities, Maintenance/Energy Project Manager, Saddleback College ³ Related to Leanne Bean, Executive Assistant, Office of Student Services, Saddleback College August 31, 2020

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, **Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2020/2021** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Not to	
<u>Name</u>	Position	Exceed (\$)	Start/End Date
Eckhart, Sherry	Model/IVC	25.00	07/01/20-06/30/21
Ellwa, Marwa	Tutor/IVC	17.00	07/01/20-06/30/21
Elseroad, Arleen	Admin. Prof. Expert./IVC	75.00	07/01/20-08/31/20
Escalante, Jessica	FKCE Trainer/SC	70.00	07/13/20-06/30/21
Fakhreddine, Fatema	Tutor/IVC	16.00	07/01/20-06/30/21
Hays, Kenneth	Tutor/IVC	16.00	07/01/20-06/30/21
Heisley-Shellaby, Reed	Model/SC	25.00	07/01/20-06/30/21
Jeong, Hyesung	Tutor/IVC	16.00	07/01/20-06/30/21
Kalthoum, Hashem	Tutor/SC	13.50	06/25/20-06/30/20
Kalthoum, Hashem	Tutor/SC	13.50	07/01/20-06/30/21
Khalil, Widad	Tutor/SC	14.50	07/01/20-06/30/21
Kim, Erin	FKCE Co-Trainer/SC	40.00	07/01/20-06/30/21
Martin, Douglas	AOJ Trainer/IVC	70.00	07/01/20-06/30/21
Muse, Erika	Model/IVC	25.00	07/01/20-06/30/21
Nissenson, Lenard	Model/SC	25.00	07/01/20-06/30/21
Ortiz, Margarita	Captionist/IVC	45.00	07/01/20-06/30/21
Parker, Kelsie	Model/SC	25.00	07/01/20-06/30/21
Parks, Timothy	Model/SC	25.00	07/01/20-06/30/21
Parsa, Ghazal	Tutor/SC	13.50	07/01/20-06/30/21
Redman, Douglas	Contract Education/SC	100.00	07/20/20-06/30/21
Reed, Katherine	Model/IVC	25.00	07/01/20-06/30/21
Seddiqi, Negeen	Tutor/IVC	14.00	07/01/20-06/30/21
Shen, Shulin	Tutor/IVC	16.00	07/01/20-06/30/21
Silva, Sarah	Captionist/IVC	42.00	07/21/20-06/30/21
Singleton, Ashley	Tutor/IVC	16.00	07/01/20-06/30/21
Skahill, Christopher	AOJ Trainer/IVC	70.00	07/01/20-06/30/21
Strain, Stephanie	Model/IVC	25.00	07/01/20-06/30/21
Takemoto, Jack	AOJ Trainer/IVC	70.00	07/01/20-06/30/21
Tidrick, Brian	AOJ Trainer/IVC	70.00	07/01/20-06/30/21
Walker, Stacy	Model/SC	25.00	07/01/20-06/30/21
Warrington, Erica	Clinical Skills Specialist/SC	30.00	07/01/20-06/30/21
Williams, Jennifer	Clinical Skills Specialist/SC	30.00	07/01/20-06/30/21
Worden, Ethan	Tutor/SC	13.50	07/13/20-06/30/21
Wunderlich, Christian	Model/SC	25.00	07/01/20-06/30/21

B. VOLUNTEERS

- 1. The following individuals are to be approved as **Volunteers** for the **2020/2021** academic year.
 - <u>School of Languages & Resources, Irvine Valley College</u> Lin, Jung-Hsuan Oma, Junko

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- RE: SOCCCD: SOCCCD Faculty Association (FA) Memorandum of Understanding for Novel Coronavirus (COVID-19) – Academic Year 2020 - 2021

ACTION: Approval

BACKGROUND

In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently categorized by the World Health Organization as a globalized pandemic, and declared by the Governor of California to be a state emergency, and by the President of the United States to be a national emergency, the District and the Faculty Association have agreed that all assigned online courses for academic year 2020 – 2021 must use Canvas as the Learning Management System. (LMS) The specific pedagogies and methodologies used will be at the discretion of each individual faculty member, in alignment with the class schedule and in compliance with the regulations and guidelines set forth in Title 5 and AR 6112.

<u>STATUS</u>

This agreement is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Faculty Association Memorandum of Understanding between the District and FA.

MOU BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION, CTA/NEA July 14, 2020

This Memorandum of Understanding is entered into between the South Orange County
Community College District and the South Orange County Community College District Faculty
Association, CTA/NEA (hereinafter referred to as the "Association"), and is expressly made
pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement
between the parties.

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In response to an outbreak of the Novel Coronavirus ("COVID-19"), which is currently
categorized by the World Health Organization as a globalized pandemic, and declared by the
Governor of California to be a state emergency, and by the President of the United States to be
a national emergency, the Parties hereby agree as follows for the 2020-2021 academic year, or
until the end of the District-declared emergency, whichever is first:

- 18 19 1. Part-time and full-time faculty, including counselors, librarians, and learning disability 20 specialists, may be permitted to work remotely. All assigned online courses must use 21 Canvas as the Learning Management System (LMS) in accordance with SOCCCD AR 22 6112. The specific pedagogies and methodologies used will be at the discretion of each 23 individual faculty member in alignment with the class schedule and in compliance with 24 the regulations and guidelines set forth in Title 5 (sections 55200 and 55204) and in AR 25 6112, including regular and effective contact between instructor and students and 26 among students.
- In support of both classroom and non-classroom online instruction, faculty may be provided access to campus facilities. Alternatively, equipment and supplies reasonably needed in order to carry out their assignments may be provided to faculty members while working from home. If needed, deans will work with their individual faculty members to facilitate the procurement of these resources from the College and/or District.
- In the best interest of students, and when permitted by parameters established by the
 Orange County Health Care Agency and other State and Federal guidelines, faculty may
 be required to teach on campus to conduct face-to-face labs and practicum classes (such
 as visual and performing arts or activity classes) at some point during the term of this
 agreement.
- 40 In the event that a faculty member who is assigned to campus (or a member of the faculty 41 member's household) has experienced COVID-19 symptoms, has tested positive for 42 COVID-19, or has been potentially exposed to someone with COVID-19 (either through 43 community-related exposure or international travel), the faculty member must follow CDC 44 guidelines to self-guarantine and/or seek advice from a health care provider. Employees 45 who are at increased risk for severe illness and must take extra precautions or who must 46 self-quarantine based upon advice from, or while seeking a diagnosis from, a health care 47 provider after exhibiting symptoms may be able to continue working remotely or may need 48 to take leave, depending on the assignment. Faculty members who must take leave will 49 not be charged accrued leave of any kind for the first 80 hours, in accordance with HR 6201 (Families First Coronavirus Response Act). Similarly, those employees who have 50 51 been advised to take extra precautions for reasonable cause, including being over age 65, 52 having a compromised immune system, or having another underlying medical condition, 53 or who live with or provide care for someone in these risk groups, or who are caring for a

- child because the child's school or child-care provider is closed, will be granted the same
 80 hours of leave, consistent with HR 6201, if they are unable to continue to work
 remotely.
- 58 Faculty who must be absent from work for more than the 80 hours allotted above due to 59 symptoms or illness related to the COVID-19 or to the need to continue taking extra 60 precautions shall be provided with options for further absence from work, including the 61 ability to work remotely, as indicated on the "Temporary Modification of Assignment due to 62 Sick Leave Tracking Authorization" form (Attachment A).
- 64 If additional State or Federal authorization and appropriations for additional paid sick 65 leave are approved, such as HR 6201, unit members who utilize paid sick leave for the 66 purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit 67 in those amounts and at those rates as authorized by law.
- 68

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- 69 4. In order to ensure the safety of faculty members returning to campus for their 70 assignments, the District agrees to provide a reasonably safe working environment in 71 conformance with COVID-19 guidelines issued by the Centers for Disease Control and 72 Prevention (CDC), California Department of Public Health (CDPH), California Chancellor 73 of Community Colleges Office, the California Department of Industrial Relations Division of 74 Occupational Safety and Health (Cal/OSHA), as well as other health orders from state and 75 local public health officers. These guidelines may include, but are not limited to, items 76 such as maximum occupancy of classrooms; social distancing requirements for all 77 instructional spaces; limits on the number of classes/students allowed on campus and 78 within each building at any given time; limits on hallway and bathroom use; cleaning and 79 disinfecting requirements; and the provision of personal protective equipment (PPE) for 80 faculty and students. The parties have consulted and agreed to the impacts and effects of 81 the general guidelines (Attachment B) relating to bringing a small number of classes to 82 campus and the safe return of faculty during the COVID-19 pandemic. Both parties further 83 agree to meet regarding impacts and effects if any changes to the guidelines from the 84 above agencies or Attachment B materially alter faculty terms and working conditions. If 85 the parties cannot come to an agreement, the Association agrees to defer to the District as 86 long as it is in alignment with the guidelines established by the agencies listed above. 87
- 88 5. Minimum class sizes, as specified in Article XV, section 15.2.b(5)(b), may be relaxed based
 89 on program needs.
 90
- During this emergency situation, Article XV, section 15.2.e. of the Academic Employee
 Master Agreement is suspended, and all low-enrolled sections allowed to continue will be
 compensated fully and not offered as contracted classes.
- Faculty will be held responsible for completing contractual obligations. However, in the event of technological issues outside their control, the faculty member shall seek guidance from their dean within two business days. If needed to support faculty and upon the request of an individual faculty member, access to the faculty's Canvas course shell may be granted to assist with troubleshooting.
- 8. Evaluations not completed from Spring 2020 shall be completed in the Fall 2020. In the event that a faculty member is not teaching in the fall, the evaluation shall be completed the next term the faculty member teaches. Online evaluations will take place through a demonstration of 50 minutes, as indicated in Article XVII.
- 105

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- Faculty who have currently established priority rehire eligibility (PRE) will not be removed from the list, or have their average assignment levels reduced, based upon courses offered and/or taught during Fall 2020 and Spring 2021. Faculty who established PRE in Spring 2020 will be added to the list, but the list will then remain frozen through the end of the 2018-2021 Master Agreement. Fall 2020 and Spring 2021 data will be excluded from future determination of PRE until the colleges return to normal operations.
- 112

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This agreement is non-precedential, will not bind the Parties in any future action, whether
 under similar circumstances or not, and cannot be introduced in any grievance, arbitration,
 complaint, administrative, or legal proceeding as evidence of past practice or intent of the
 Parties or meaning or application of the collective bargaining agreement.

Except as provided herein, neither Party is waiving any rights or entitlement which it may otherwise possess. The Parties agree to continue a collegial dialogue regarding all aspects of the COVID-19 pandemic, and to communicate new information with one another as soon as reasonably practicable. The Parties agree that this MOU is reached in a rapidly changing and fluid physical, social, and political climate, and that subsequent events may require additional discussions, or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith upon the request of either Party.

- The Parties agree and understand that this MOU shall expire after the current public-health crisis has subsided, which shall be determined in relation to any local, County, State, and Federal order involving quarantine, a declared statement of the end of an emergency, or similar pronouncements; or as declared by the SOCCCD Chancellor, Dr. Kathleen F. Burke.
- 131 South Orange County Community College
 132 College District
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- 137 Dr. Cindy Vyskocil
 138 Chief Negotiator, SOCCCD
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135 136

July 14, 2020

142 Date

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- 145
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South Orange County Community District Faculty Association, CTA/NEA

Clair Main Cloans

Claire Cesareo Chief Negotiator, SOCCCD FA

July 15, 2020

Date

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148	ATTACHMENT A
149	Temperary Medification of Assignment Due to Sield Leave
150	Temporary Modification of Assignment Due to Sick Leave
151	LEAVE TRACKING AUTHORIZATION
152 153 154	During the possibility of a pandemic, the District is offering temporary accommodations for employees who are sick, who need to or are directed to go home to help prevent the disease
155 156 157 158	from spreading, who need to avoid exposure for themselves or others with whom they reside or provide care, or who need to care for a child because the child's school or child-care provider is closed. This is a temporary accommodation that may be implemented by the District as needed.
159 160	Employee Name:
161	
162	Department:
163	
164	Leave begin date:
165	
166	Leave return date:
167	
168	Options Available (circle one)
169	
170	A) Use my current sick leave balance
171	B) Extended leave (half-salary) pay
172	C) Work from home (to be arranged with direct supervisor)
173	
174	I,, hereby authorize the District to process my leave of
175	absence as indicated above.
176	
177	If Option A:
178	
179 180 181	 In the event that my leave is exhausted during the pandemic, I hereby authorize the District to process my leave in accordance with option (B/C) above.
182	
183	If Option C:
184	
185	 Employee has responsibility for maintaining the security and confidentiality of District
186	files, data and other information that are in the off-site work place.
187	
188	• District will not reimburse the unit member for the cost of off-site related expenses such
189	as internet connection, phone service, water, electricity, and any expenses incurred by
190	working from home.
191	
192	 Employee may be asked to participate in meetings via online.
193	- Employee may be asked to participate in meetings via online.
193 194	• The failure to adhere to these expectations may have an educree effect on the centinued
	 The failure to adhere to these expectations may have an adverse effect on the continued ability to work from home.
195	ability to work from home
196	
197	 The District may at any time may stop the home work arrangement.
198	

Exhibit A Page 4 of 7

199 200 201	I represent that I have read and understan voluntarily and has not been made as a co	d this form fully and this request is executed ndition of my continued employment.
201	Date:	
203	24.0.	
204		
205		
206	Employee Name (printed)	Employee signature
207		
208		
209		
210	Date:	
211		
212		
213		
214		
215	Supervisor's Name (printed)	Supervisor's signature
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252 253		
254		Attachment B
255		Safety Principles for Instruction During COVID-19 Pandemic
256 257		m/Building Safety Principles - for classes held on campus during the time that eges are operating predominantly online
258	Ι.	Face coverings will be required while on campus (inside and outside).
259	١١.	A District designated health screening will be required for all students, staff,
260		and faculty.
261	III.	Building entrances, exits, and stairways will be assessed and clearly marked
262		related to ingress and egress.
263	IV.	Elevator capacity will be assessed and restricted based upon the size of the
264		elevator; all restrictions will be clearly marked.
265	V.	Restroom capacity will be assessed and restricted depending on the size of
266 267	۱ <i>۷</i>	the restroom; such restrictions will be clearly marked.
267 268	VI.	Breakrooms in all buildings will be assessed and either closed or capacity restricted depending on the size of the space. No seating will be allowed in
269 269		the breakrooms.
209	VII.	Necessary PPE will be provided daily as reasonably needed depending on
270	¥ II.	the class/activity.
272	VIII.	Hand sanifizer will be provided directly outside or immediately inside all
273	·	classrooms and instructional areas.
274	IX.	Ventilation will be a consideration when selecting classroom or outdoor
275		spaces for instructional use. If practicable, based on the
276		discipline/equipment needs of the class, outdoor possibilities will be given first
277		priority in the assigning of instructional spaces followed by rooms that have
278		windows which can be opened. The colleges will ensure that ventilation
279		systems operate properly, including maintaining air intakes and inspecting
280		filters as required.
281	Х.	Classrooms and other instructional areas will be configured to allow for the
282		maintenance of a six-foot distance between individuals at all times when
283		students are engaged in learning activities.
284	XI.	The number of students allowed into an enclosed instructional space will be
285		limited based upon the size of the building/room and the ability to maintain
286		social distancing.
287	XII.	Assigned classrooms, instructional areas, and restrooms will be cleaned or
288		fogged with a disinfectant by staff at the end of each day, and assigned
289		classrooms and instructional areas will be disinfected in between scheduled
290		classes. A sign-off sheet will be maintained in each of these spaces indicating
291 202	VIII	date, time, and person completing this task (subject to CSEA approval).
292 203	XIII.	Disinfecting supplies will be made available in classrooms and instructional greats with scheduled classes or activities so that students, faculty, and staff
293		areas with scheduled classes or activities so that students, faculty, and staff

294 can disinfect the items they will be using such as computers, lab equipment, 295 and desks. For close contact between faculty and students, where six-foot 296 XIV. 297 distancing is not practicable, such as during counseling appointments or library reference desk visits, a plexiglass barrier will be placed between the 298 299 faculty member and the student or the faculty member will be provided with 300 both a mask and a face shield. (This is included for future possibilities). 301

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Sabbatical Leave Revision

ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section h, of the Academic Employee Master Agreement.

On January 21, 2020, the Board of Trustees approved the sabbatical projects of 25 faculty members during the 2020 - 2021 academic year, including Janet Ventura, Counseling, Saddleback College.

<u>STATUS</u>

For professional reasons, Professor Ventura requests that approval of her leave for Fall 2020 be revised to Spring 2021.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revision of sabbatical leave for Janet Ventura from Fall 2020 to Spring 2021.

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PROPOSED SABBATICAL for 2020 – 2021

NAME	Janet Ventura
DATE	October 14, 2019
COLLEGE	Saddleback College
DIVISION/SCHOOL	Counseling

REQUESTED SABBATICAL			
Fall 2020	Х	Spring 2021	Academic Xear 2020 - 2021

SABBATICAL HISTORY	
If you have been granted a prior sabbatical please provide the following:	with the South Orange County Community College District,
Semester and Year of Previous Sabbatical	Spring 2013
Title of Previous Sabbatical	The Concepts of Resilience and Happiness in the Development of the Self

Discuss/Review with:	Name Date Discussed Initials
Division/School Peer #1	Sheryl Christensen
Division/School Peer #2	Aimee Tran
Department Chair	Sarah Chang
Division/School Dean	Penny Skaff
Vice President	Juan Avalos

e President Offices by October 21, 2019 at 5 p.m. **Proposals must** ubmitted to

DATE PROPOSAL SU	SWITTED TO COLLEGE PRESIDENT
SUPPORT	The sabbalical proposal (with input as indicated) can be forwarded to the committee.
NON -SUPPORT	The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President's support.
	,

Signed _____, President Date: To be returned by President's office to faculty member in a timely manner to allow for edits and

upgrades to be completed by the November 1, 2019 deadline.

Comments:

Please Note: Faculty are required to retain the original, hardcopy application with appropriate initials and signature.

IU: Board of Trustees	TO:	Board of Trustees
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FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Sabbatical Leave Rescindment

ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section h, of the Academic Employee Master Agreement.

On January 21, 2020, the Board of Trustees approved the sabbatical projects of 25 faculty members during the 2020 - 2021 academic year, including Julie Brady-Jenner, Communication Arts, Saddleback College, Ken Lee, Horticulture and Landscape Design, Saddleback College, and Maria Mayenzet, Communication Arts, Saddleback College.

<u>STATUS</u>

For professional reasons, Professors Brady-Jenner, Lee, and Mayenzet request that approval of their leave for Spring 2021 be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees rescind approval of sabbatical leaves for Julie Brady-Jenner, Ken Lee, and Maria Mayenzet for Spring 2021.

Exhibit A Page 1 of 3

ABSTRACT

NAME	Julie Brady-Jenner		
DEPARTMENT/DIVISION/SCHOOL	CTVR/FAMT/Saddleback		
COLLEGE			
Fall 2020 x	Spring 2021	Academic Year 2020 - 2021	
TITLE OF SABBATICAL PROJECT	From Leading Lady to Leading the Pack		

GOALS and OBJECTIVES:

- 1. goal/objective: Curate list of actresses who have moved behind the camera to tell their stories.
- 2. goal/objective: Compile biographies of each woman, along with historica, scrietal impact, and other research pertinent to their story, along with a soft shooting schedule or Fall 2021.

3. goal/objective: Organize and compile all information gathered into learnes to be used in both Women in Cinema and Television and American Cinema.

ACTIVITIES:

Provide summary overview of activities.

Sources identified and contacted. Soft intervie timeline constructed if possible, based on geography and other elements.

Written releases secured.

Research material gathered on a corporation basis.

Clips, photos and clearances evaluated.

Travel and meetings secured where the usary.

Research materials (historic), biographical, etc. organized to be repurposed into a variety of uses. Design of syllabi based on overall material

PRODUCTS:

- 1. Materia for expanding 6 Women in Cinema and television textbook and possibly American Cinema teac where appropriate.
- 2. Lectures, clips and photos to support biographies in Women in Cinema and Television class.
- 3. Presentation created for schools in the community and guest speaking or at the college.

ABSTRACT

NAME			Ken Lee		
DEPARTMENT/DIVISION/SCHOOL			Horticulture & Landscape Design / ATAS		
COLLEGE		Saddleback College			
	Fall 2020	Х	Spring 2021		Academic Year 2020 - 2021
TITLE OF SABBATICAL PROJECT		JAPANESE GARDENS AND THEIR POSITIVE IMPACT ON WELLNESS			

GOALS and OBJECTIVES:

- 1. To assess the impact on wellness of Japanese people from their perception about gardening and its role in Japanese culture
- 2. To research specific elements of Japanese gardens on wellness in the social, cultural and religious aspects in Japan
- 3. To identify practical recommendations for well-being in the US through wellness gardening, based upon findings of the Japanese gardens and their positive impact on wellness.

ACTIVITIES:

- 1. To research historical aspects of the positive impact on wellness from Japanese gardens
- 2. To collect and record researched
- 3. To identify exemplary Japanese gardens for the case study
- 4. To visit exemplary Japanese gardens for site evaluation
- 5. To develop a photo journal, and, to interview local participants, if available
- 6. To compile and assess data collected for Japanese gardens' positive impact on wellness
- 7. To identify practical recommendations for wellness gardening in the US
- 8. To prepare the final report and presentation slides

PRODUCTS:

- 1. Historical data research report on Japanese gardens and their role on wellness in Japan
- 2. Case study report on exemplary Japanese gardens in Kyoto, Tokyo and other locations in Japan
- 3. Traveling photo journal
- 4. Transcript of local interview, if available
- 5. Practical recommendations for wellness gardening in the US
- 6. Presentation slideshow

ABSTRACT

NAME		Maria Mayenzet		
DEPARTMENT/DIVISION/SCHOOL		CTVR/ FAMT		
COLLEGE		Saddleback College		
Fall 2020		х	Spring 2021	Academic Year 2020 2021
TITLE OF SABBATICAL PROJECT		Acting for New	Media	

GOALS and OBJECTIVES:

1. goal/objective

Develop instructional resources for the students and faculty of unema, Tanvision and Radio in order to explore various avenues of creation and production in Nev Media. Organize resources and information in an easy-to access format. (DF)

2. goal/objective

Provide students with the resources and tools to wh act, u d produce work in a variety of venues in New Media. Tools: Step ructions on how to structure tep h uction. Guidelines for the projects from preproduction to production and st pro process of storytelling in the age of ne tions on how to create a niche media. Inst. marketplace for the stories created. esources on manieting on YouTube, Instagram and Tik Tok and how to enter festivals Examples of the use of different acting styles for different mediums will be provi

3. goal/objective

Develop a step-by-step guide acting and developing projects for New Media

ACTIVITIES:

Provide summary overview of activities.

- Creation and write a chain Acting for New Media to support student learning add facult success inteaching CTVR 104, CTVR 191, CTVR 280, CTVR 290 and C VR 212. The LOOK will be available as a PDF document and e-text.
- Compose, write and publish Acting for New Media
- Create YouTube channel as a complement to the manual.

PRODUCTS:

- 1. Product PDF document of *Acting for New Media*
- 2. Product E-text link to Acting for New Media

3. Product

YouTube Channel with additional tutorials to complement Acting for New Media

ITEM: 7.1 DATE: 8/31/20

TO:	Board of Trustees
FROM:	Kathleen F. Burke, Chancellor
RE:	SOCCCD: Staff Response 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.

<u>STATUS</u>

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.

<u>STATUS</u>

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT August 31, 2020

CAPITAL IMPROVEMENT PLANNING

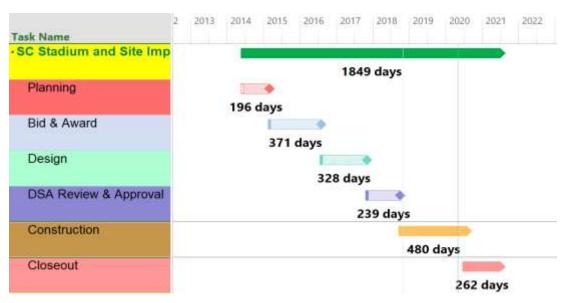
The decision to design and construct capital improvement projects begins with the Education Master and Strategic Planning (EMSP) process and continues with the Facilities Master Plans (FMP). The last EMSP cycle was completed June 2020 and the FMP cycle was completed July 2020. The 2020 EMSP and FMP reports are available at the District <u>website</u>. 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

<u>Project Description</u>: The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project originally included the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property; however, it has since been de-scoped and will be handled as a separate project. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Aug 2020
Complete Working Drawings	Nov 2017	Advertise for FF&E	Nov 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 3/24/2008, 6/23/2014, 6/22/2015, and 4/27/2020. 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. On April 27, 2020, the Board approved \$5,608,798. The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	Revision	Total
Project Budget:	\$14,530,000	\$53,308,798	\$67,838,798
District Funding Commitment	\$14,530,000	\$53,308,798	\$67,838,798
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$14,530,000	\$30,603,798	\$45,133,798
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

<u>Status</u>: Construction Phase: Project is *substantially* complete.

In Progress: Completion of punch list items.

<u>Recently Completed</u>: Achievement of substantial completion.

<u>Focus</u>: Review contractor's change order requests and claims; conduct meetings to discuss these. Prepare for mediation of claims that is scheduled in September. *Monitor final* completion *of punch list items* and DSA close out.

2. ATAS BUILDING PROJECT

<u>Project Description</u>: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: In fiscal years 2002-03 and 2004-05, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016, 5/21/2018, and 4/27/2020. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. On April 27, 2020, the Board approved \$5,127,000 to fund the connector road and additional parking. The ATAS Building project budget of \$69,227,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$69,227,000	\$69,227,000
Total	\$8,755,055	\$61,780,880	\$70,535,935
District Funding Commitment:	\$8,755,055	\$61,780,880	\$70,535,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$68,579,935	\$70,535,935

<u>Status</u>: Construction Phase: New Tennis Courts Center: Project is approximately 95% complete. *Construction Phase kick-off for the ATAS Building & the New Connector Road & Parking Lot 5-B*.

<u>In Progress</u>: Demolition and grading operation at the new ATAS Building & the New Connector Road & Parking Lot 5-B. At the new Tennis Center, the contractor began installing telecommunication and audio visual (AV) equipment inside the team rooms building, sport lighting around the eight tennis courts and applying the final coats of surfacing to the tennis courts slab.

<u>Recently Completed</u>: At the Tennis Center, the contractor completed plastering the exterior walls, installation of flooring in the team rooms, metal roof system, floor, wall tiling and accessories in the new restrooms, doors and hardware. Additionally, the contractor installed data devices, wireless access points (WAP's), security cameras, fire alarm device and completed interior and exterior painting, site planting, site furnishings, wrought iron fencing and gates, pouring all sidewalks, curbs, and gutters, and connected the support building to permanent power. The architect submitted the baseball field safety netting system to DSA for final review and approval. Staff presented the ATAS Building approval.

<u>Focus Issue</u>: Complete the final testing and commissioning of the HVAC, electrical, telecommunication, and plumbing systems at the new Tennis Center and reach substantial completion of this task. Continue the grading operation at the new ATAS Building and New Connector Road & Parking Lot 5B and commence installation of the new underground utilities tying into the campus hydronic loops. Schedule one-on-one Zoom meetings with the ATAS faculty & staff to review the FF&E package for the new building. Respond to DSA comment for the baseball field safety netting system.

3. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Se	p 2019 Award Construction Contract			act	May 2021			
Start Working Drawings	Ja	n 2020	Complete Construction Oct 2				Oct 2022		
Complete Working Drawings	Ju	n 2020	Adve	ertise f	for FI	F&E			Feb 2022
DSA Final Approval	Fel	o 2021	DSA	Close	e Out				Pending
Task Name		2014. 2015	2016	2017	2018	2019	2020	2021	2022 2023
 SC Gateway Project 							-	1067	days
Planning						90 d	•	1007	uays
Design							40 days		
DSA Review & Approval							154 d	>	
Bid & Award								o day	
Construction									2 days
Closeout								57	
									262 days

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April 22, 2019, the Board approved the funding allocation of \$6,599,180. On April 27, 2020, the Board approved the funding allocation of \$6,800,261.

	Original	Revision	Total
Project Budget:	\$42,867,000	\$27,156,731	\$70,023,531
District Funding Commitment:	\$12,814,000	\$31,864,531	\$44,678,531
State Match:	\$30,053,000	\$ (4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$31,513,146	\$33,058,261

Status: DSA Review & Approval Phase.

<u>In Progress</u>: DSA review of the 100% construction documents. San Diego Gas & Electric (SDG&E) commenced the review process of the Savings by Design application & building package to determine the energy incentive approach.

<u>Recently Completed</u>: *Staff obtained Moulton Niguel Water District approval on the new reclaimed irrigation water system for the Gateway building.*

<u>Focus</u>: Continue the design and selection process of the furniture, fixture and equipment with the Saddleback College executive cabinet. Kick-off the pre-qualification process to short list general contractors.

4. ACCESS CONTROL PROJECT

<u>Project Description</u>: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Campus Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jun 2020
Complete Working Drawings	Jul 2019	FF&E	N/A
DSA Final Approval	Jul 2019	DSA Close Out	Pending

Task Name	- 3	2014	2015	2016	2017	2018	2019	2020	2021
SC Access Control Project							965		
Planning						\$	805	days	
Bid & Award						5 days			
Design						41 day:	•		
DSA Review & Approval		281 days							
Construction						25	5 days		
Closeout	,						348 d	ays	
								262 da	ys

<u>Budget Narrative</u>: Budget reflects the Board action on 6/26/2017 and 5/21/2018. On June 26, 2017, the Board approved \$3,000,000 for the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	Original	Revision	Total
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance			
Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Close Out Phase. Final punch list inspections and DSA inspector review.

In Progress: Final inspections and contractor demobilization.

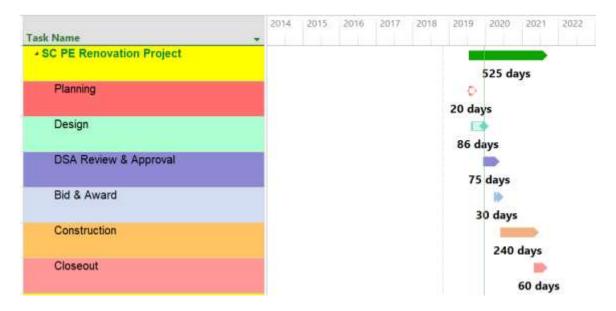
Recently Completed: Punch list work.

Focus: Sign-off and Close Out Phase. This project will be removed from future reports.

5. PE RENOVATION

<u>Project Description</u>: This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100 building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.

Start Preliminary Plans	Jul 2019	Award Construction Contract	Jul 2020
Start Working Drawings	Aug 2019	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	Nov 2020
DSA Final Approval	Apr 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June 25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$(211,263)	\$3,188,737
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$0	\$ 800,000
Anticipated State Match:	\$0	\$0	\$0

Status: Construction Phase.

<u>In Progress</u>: *Contractor mobilizing and beginning demolition*. <u>Recently Completed</u>: *NTP issued to contractor*.

Focus: Hazardous material removal and demolition. Procurement of long lead items.

6. Science Math Building

<u>Project Description</u>: The project will downsize and replace the existing Science Math Building to meet the educational needs of Saddleback College for Math and Information Technology. This proposed project will construct a new building of 32,100 assignable square feet (ASF) and 49,385 gross square feet (GSF).

Start Preliminary Plans	Aug 2021	Award Construction Contract	Aug 2023
Start Working Drawings	Feb 2022	Complete Construction	June 2025
Complete Working Drawings	Aug 2022	Advertise for Equipment	May 2024
DSA Final Approval	April 2023	DSA Close Out	Aug 2025



<u>Budget Narrative</u>: Budget reflects Board action on 4/27/2020. On April 27, 2020, the Board approved \$4,300,000.

	<u>Original</u>	Revision	Total
Project Budget:	\$33,325,956	\$23,384,126	\$56,710,082
District Funding Commitment:	\$16,624,624	\$23,384,126	\$40,008,750
Anticipated State Match:	\$16,701,332	\$0	\$16,701,332
Basic Aid Allocation:	\$ 4,300,000	\$750,000	\$5,050,000

<u>Status</u>: FPP Approved <u>In Progress</u>: N/A

Recently Completed: N/A

Focus: Await funding from the State in fiscal year 2021-22.

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

<u>Project Description</u>: The proposed project will construct three buildings totaling 43,154 assignable square feet (ASF), 61,793 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Jan 2020	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680. On April 27, 2020, the Board approved the funding allocation of \$5,993,256.

	<u>Original</u>	Revision	Total
Project Budget:	\$35,764,278	\$25,124,791	\$60,889,069
District Funding Commitment:	\$10,623,278	\$27,803,791	\$38,427,069
State Match:	\$25,141,000	\$(2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$28,553,256	\$28,614,534

Status: DSA Review Phase.

In Progress: DSA review of construction documents.

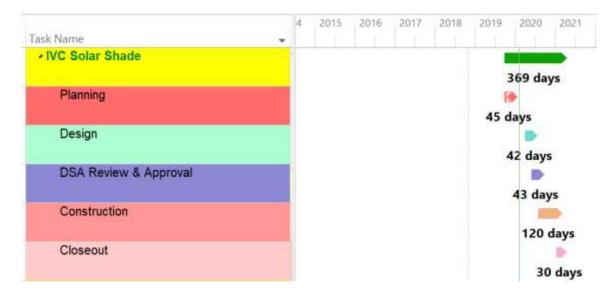
<u>Recently Completed</u>: Completed 100% Construction Documents and submitted to DSA for review.

<u>Focus</u>: Continue discussion of furniture and interior colors during DSA plan check. *Develop contractor pre-qualification criteria*.

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

<u>Project Description</u>: This project included development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces opening in Spring 2019. The current project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Jun 2020	Begin construction	Nov 2020
Start Working Drawings	Aug 2020	Complete Construction	Mar 2021
Complete Working Drawings	Sep 2020	Advertise for FF&E	N/A
DSA Final Approval	Oct 2020	DSA Close Out	May 2021



<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: Design Phase.

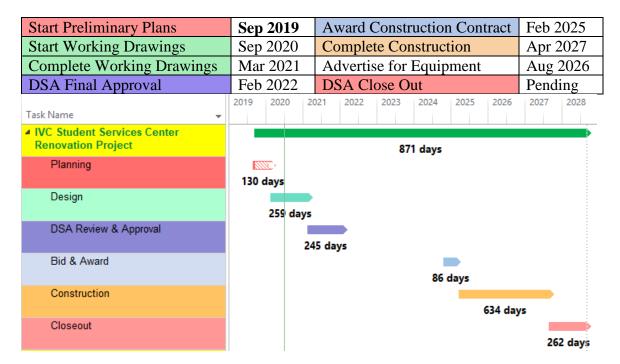
In Progress: Development of Preliminary Plans.

Recently Completed: Design site investigation.

Focus: Balancing photovoltaic and on site battery storage production.

3. STUDENT SERVICES CENTER and STUDENT UNION

<u>Project Description</u>: This project will replace the 30,558 gross square feet (GSF) Student Services Center *and the 13,086 gross GSF B-100 building* with two new buildings *totaling* 60,000 GSF to correct structural issues, address programming needs, upgrade the food service area, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. This plan will consolidate all student services into the two buildings with a separate building for food services and student activities. The project will also include a newly redesigned quad and drop off area adjacent to the Student Services Center.



<u>Budget Narrative</u>: Budget reflects Board action on 4/22/2019 and 4/27/2020. On April 22, 2019, the Board approved \$23,850,000. On April 27, 2020, the Board approved

\$13,202,189. On June 23, 2020, the board reduced the previously approved amount of \$13,202,189 by \$8,208,916 due to the Governor's May Revise budget for 2020-21, with the understanding that if the proposed state budgets cuts are not realized and if additional property taxes are received, the amount will be increased. The final state budget did not include the proposed cuts and additional taxes were received which resulted in a final allocation of \$15,155,698 for 2020-21.

	<u>Original</u>	Revision	Total
Project Budget:	\$48,300,000	\$53,441,365	\$101,741,365
District Funding Commitment:	\$48,300,000	\$53,441,365	\$101,741,365
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$23,850,000	\$15,155,698	\$39,005,698

Status: Design Development Phase.

In Progress: Design development.

<u>Recently Completed</u>: *Fire hydrant testing, survey of site and geotechnical investigation.*

Focus: Develop design.

4. SOCCER AND PRACTICE FIELDS

<u>Project Description</u>: The proposed project will provide proper grading, new irrigation, security fencing and access gates for the varsity soccer field, varsity baseball field and the college's main athletic practice facilities. The project also includes new synthetic turf at the varsity soccer and baseball fields.

Start Preliminary Plans	Feb 2020	Award Construction Contract	Jan 2021
Start Working Drawings	May 2020	Complete Construction	Sep 2021
Complete Working Drawings	Sep 2020	Advertise for Equipment	Jan 2021
DSA Final Approval	Nov 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on June 25, 2018 and June 24, 2019. On June 25, 2018, the Board approved \$175,000. On June 24, 2019, the Board approved \$10,000,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,900,000		\$10,175,000
District Funding Commitment:	\$ 175,000	\$10,000,000	\$10,175,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 175,000	\$10,000,000	\$10,175,000

Status: Construction Documents Phase.

In Progress: Construction Drawings.

<u>Recently Completed</u>: Presentation of design development to college executive committee.

Focus: Construction Documents.

ATEP

1. ATEP – SIGNAGE PROJECT

<u>Project Description</u>: Wayfinding signage for ATEP consists of three monument signs, five vehicle signs and one pedestrian sign. 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	Mar 2017 Award Construction Contract	
Start Working Drawings	Aug 2018	Complete Construction	Aug 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	July 2020



<u>Budget Narrative</u>: Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	Revision	Total
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

<u>Status</u>: Construction Phase: Project is approximately 90% complete.

<u>In Progress</u>: Installation of LED components and acrylic letters, final electrical terminations, and programing.

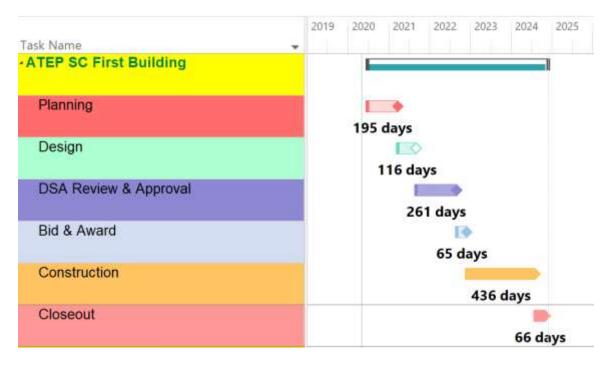
<u>Recently Completed</u>: Installation of stainless steel cladding.

Focus: Final electrical terminations, quality control, and project completion.

2. ATEP – Saddleback College First Building

<u>Project Description</u>: This project is a new state of the art Culinary, Hospitality, Advanced Transportation and Logistics building with an estimated 50,000 gross square feet (GSF).

Start Preliminary Plans	Jul 2020	Award Construction Contract	Nov 2022
Start Working Drawings	Mar 2021	Complete Construction	Aug 2024
Complete Working Drawings	Aug 2021	Advertise for Equipment	Aug 2023
DSA Final Approval	Aug 2022	DSA Close Out	Nov 2024



<u>Budget Narrative</u>: On April 27, 2020, the Board approved \$4,300,000 from the 2019-20 budget and \$4,787,100 from the 2020-21 budget.

	<u>Original</u>	Revision	Total
Project Budget:	\$75,100,000	\$5,497,425	\$80,597,425
District Funding Commitment:	\$75,100,000	\$5,497,425	\$80,597,425
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 4,300,000	\$ 4,787,100	\$ 9,087,100

Status: Programming Phase.

In Progress: Programming and initial meetings with user group.

<u>Recently Completed</u>: *First programming meeting*.

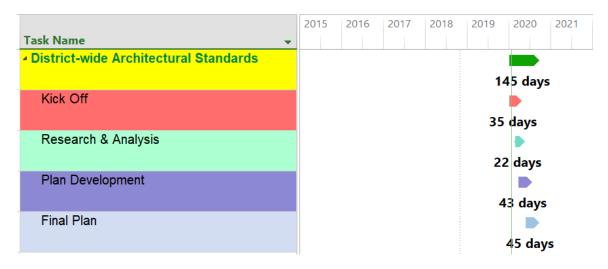
Focus: Develop space utilization requirements and program needs.

DISTRICT-WIDE

1. ARCHITECTURAL STANDARDS

<u>Project Description</u>: The District-wide standards will provide all future capital projects with design and construction consistency, operational efficiency, maintainability, accessibility and sustainability while ensuring first class teaching and learning facilities. These standards will be developed to promote the efficient, predictable, and cost-effective design and construction of all new and modernized facilities, will represent the best value for District expenditures, and will align with the District's long-range goals. The standards will include sections on the 2020 Facilities Master Plan, ATEP Design Standards, Infrastructure Master Plan, Landscape Master Plan, Storm Water Management Plan, Signage and Wayfinding Standards, Easement Plan, Blue Phone/Emergency Plans, Building Information Modeling Standards (BIM), Design Guidelines for offices, classrooms, furniture standards, restrooms, interior building and exterior circulation, utility rooms, Building Systems Guidelines, and Technical Standards and Guidelines.

Kick Off, Phase II	Feb 2020	Start Plan Development	TBD
Start Research/Analysis	Feb 2020	Complete Plan	Jun 2021
Complete Research/Analysis	TBD	Final Plan, Phase II	Jun 2021



<u>Budget Narrative</u>: On April 22, 2019, the Board of Trustees approved \$1,500,000 for the Architectural Standards project.

	<u>Original</u>	Rev	ision	Total
Project Budget:	\$1,500,000	\$	0	\$1,500,000
District Funding Commitment:	\$1,500,000	\$	0	\$1,500,000
Anticipated State Match:	N/A		N/A	N/A
Basic Aid Allocation:	\$1,500,000	\$	0	\$1,500,000

Status: Research and Analysis Phase.

<u>In Progress</u>: Landscape design standards for both colleges *and development of Storm Water Mitigation Plans*.

<u>Recently Completed</u>: Walk of campuses to review existing drainage patterns.

Focus: Discuss classroom standards in light of the Covid-19 pandemic.

GENERAL NOTES

- Project updates for active construction projects may be viewed on the District <u>website</u>.:
- 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: CARES Act Funding Monthly Summary
- ACTION: Information

BACKGROUND

In response to the COVID-19 pandemic, Irvine Valley College and Saddleback College received stimulus allocations as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Both colleges received funds for emergency assistance to students, institutional support to move to online instruction, and additional discretionary funds based on being a minority serving institution. The funds must be spent within one year.

<u>STATUS</u>

A cumulative summary of the funds awarded and spent as of July 31, 2020 is provided in EXHIBIT A.

CARES Act Funds as of July 31, 2020

Grants to Students	Irvine Valley College		Saddleback College		SOCCCD Total	
Certification Signed	4/14/2020		4/14/2020			
Grant Period	4/24/2020 - 4/23/2021		4/24/2020 - 4/23/2021			
Total Amount Awarded	\$	2,242,905	\$	2,148,052	\$	4,390,957
Number of Students Eligible		4,263		4,036		8,299
Number of Grant Recipients		2,924		3,233		6,157
Student Grant Amount	\$	500	\$	500		
Total Amount of Grants Distributed	\$	1,462,000	\$	1,616,500	\$	3,078,500
Amount Remaining to Distribute	\$	780,905	\$	531,552	\$	1,312,457

Institutional Support	Irvine Valley College	Saddleback College	SOCCCD Total
Certification Signed	4/22/2020	4/23/2020	
Grant Period	5/6/2020 - 5/5/2021	5/7/2020 - 5/6/2021	
Total Amount Awarded	\$ 2,242,905	\$ 2,148,051	\$ 4,390,956
Expenses:			
Salaries	\$ 38,956	\$ 259,010	\$ 297,966
Benefits	\$ 18,415	\$ 87,638	\$ 106,053
Supplies	\$ 47,995	\$ 18,293	\$ 66,288
Services	\$ 70,246	\$ 564,240	\$ 634,486
Equipment	\$ 76,880	\$ 967,702	\$ 1,044,582
Student Grants	\$ -	\$ -	\$ -
Total Expenses	\$ 252,492	\$ 1,896,883	\$ 2,149,375
Amount Remaining	\$ 1,990,413	\$ 251,168	\$ 2,241,581

Minority Serving Institutions	Irvine	/alley College	S	addleback College	SOCCCD Total
Certification Signed	5	/4/2020		5/6/2020	
Grant Period	6/1/20	20-5/31/2021	6,	/1/2020-5/31/2021	
Total Amount Awarded	\$	18,480	\$	316,264	\$ 334,744
Lost Revenue:					
Parking	\$	-	\$	-	\$ -
Child Development Center	\$	-	\$	-	\$ -
Community Education	\$	11,373	\$	-	\$ 11,373
Total Lost Revenue	\$	11,373	\$	-	\$ 11,373
Expenses:					
Supplies	\$	-	\$	-	\$ -
Services	\$	-	\$	-	\$ -
Equipment	\$	-	\$	-	\$ -
Total Expenses	\$	-	\$	-	\$ -
Amount Remaining	\$	7,107	\$	316,264	\$ 323,371

ITEM: 7.4 DATE: 8/31/20

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: COVID-19 Response Block Grant Monthly Summary
- ACTION: Information

BACKGROUND

The 2020-21 Budget Act provided California Community College districts with federal and state relief funds in the form of a \$120 million COVID-19 Response Block Grant. District Services and both colleges received funds to be used on activities that directly support student learning, continuity of education, and to mitigate learning loss related to COVID-19. In addition, the Legislature intended for these funds to be used to prioritize services for underrepresented students. The federal portion of the block grant must be expended by December 30, 2020. The state portion of the block grant must be expended by June 30, 2022.

STATUS

A cumulative summary of the funds awarded and spent as of July 31, 2020 is provided in EXHIBIT A.

				Federal			
		Grant Pe	riod	3/1/2020-12/31/2	202	0	
	Di	strict Services	Irvi	ne Valley College	Sa	ddleback College	SOCCCD Total
Total Amount Awarded	\$	121,131	\$	461,844	\$	713,930	\$ 1,296,905
Expenses:							
Salaries	\$	1,065	\$	264,589	\$	400,062	\$ 665,716
Benefits	\$	30	\$	123,052	\$	207,874	\$ 330,956
Supplies	\$	4,040	\$	11,919	\$	25,393	\$ 41,352
Services	\$	-	\$	57,016	\$	52,500	\$ 109,516
Equipment	\$	28,909	\$	5,268	\$	-	\$ 34,177
Total Expenses	\$	34,044	\$	461,844	\$	685,829	\$ 1,181,717
Amount Remaining	\$	87,087	\$	-	\$	28,101	\$ 115,188

COVID-19 Response Block Grant as of July 31, 2020

	Stat	e			
Grant Pe	eriod 3/1/2	2020-6/30/2	022		
	Irvine Va	lley College	Sad	dleback College	SOCCCD Total
Total Amount Awarded	\$	625,325	\$	966,643	\$ 1,591,968
Expenses:					
Salaries	\$	-	\$	30,175	\$ 30,175
Benefits	\$	-	\$	3,401	\$ 3,401
Supplies	\$	-	\$	-	\$ -
Services	\$	-	\$	-	\$ -
Equipment	\$	-	\$	-	\$ -
Total Expenses	\$	-	\$	33,576	\$ 33,576
Amount Remaining	\$	625,325	\$	933,067	\$ 1,558,392

- **TO:** Board of Trustees
- **FROM:** Kathleen F. Burke, Chancellor
- **RE:** SOCCCD: Retiree (OPEB) Trust Fund
- ACTION: Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

<u>STATUS</u>

This report is for the period ending June 30, 2020 (EXHIBIT A).

For June, the portfolio was composed of 44.7% common stocks (domestic and international) and 55.3% fixed funds (bonds). The portfolio's performance increased 2.55%, ending with a fair market value of \$129,192,912 and an annualized return of 5.56% since inception.

EXHIBIT A Page 1 of 2



July 15, 2020

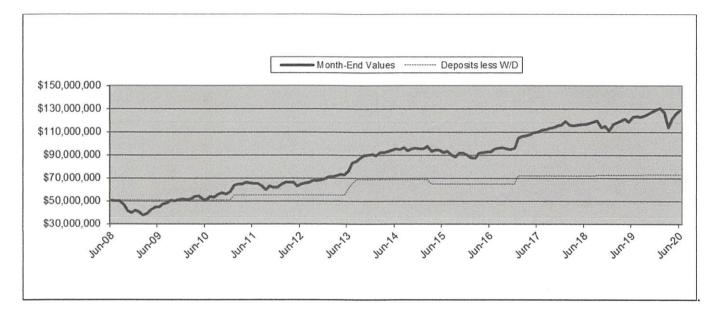
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on June 30th of \$129,192,911.82 your portfolio's performance was up 2.55% for the month and up 5.56% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (44.7%) and fixed income funds (55.3%). It was designed to be invested over a long time frame. Total deposits in the amount of \$77,214,430.38 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	June 2020	Year-To-Date	Annualized Since Inception
South Orange CCCD	2.55%	-0.18%	5.56% annualized return
S&P 500	1.99%	-3.10%	9.97% (Domestic Stocks)
MSCI EAFE	3.40%	-11.34%	2.01% (International stocks)
Barclays Aggregate	0.63%	6.14%	4.48% (Domestic Bonds)
Barclays Global	0.89%	2.98%	2.98% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Digitally signed by Scott Scott Rankin Date: 2020.07.15 15:07:35 -05'00'

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

			1 / 1		100	L
Month - Year	Co	ontributions	С	ontribution Balance	In	Month-End vestment 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
June-18	\$	-	\$	71,676,602	\$	116,478,409
June-19	\$	1,053,093	\$	72,729,695	\$	123,157,480
July-19	\$	-	\$	72,729,695	\$	123,449,353
August-19	\$	-	\$	72,729,695	\$	123,206,435
September-19	\$	484,735	\$	73,214,430	\$	124,020,036
October-19	\$	-	\$	73,214,430	\$	125,685,619
November-19	\$	-	\$	73,214,430	\$	127,644,117
December-19	\$	-	\$	73,214,430	\$	129,424,431
January-20	\$	-	\$	73,214,430	\$	130,366,882
February-20	\$	-	\$	73,214,430	\$	126,599,286
March-20	\$	-	\$	73,214,430	\$	113,802,302
April-20	\$	-	\$	73,214,430	\$	121,501,104
May-20	\$	-	\$	73,214,430	\$	125,981,062
June-20	\$	-	\$	73,214,430	\$	129,192,912
	\$	73 214 430				

Benefit Trust - Retiree (OPEB) Trust

\$ 73,214,430

- 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.

<u>STATUS</u>

As of July 31, 2020, total estimated Basic Aid receipts are \$1.03B and total approved projects are \$1.01B as shown in EXHIBIT A. The balance of \$18.1M is the reserve for unrealized tax collections.

Changes from the April 2020 report include \$90.7M of new receipts and \$97.7M of new project allocations recommended at the April 27, 2020 Board of Trustees meeting and revised at year end for actual income received. The final allocations will be presented in the Adopted Budget in September 2020. Projects with adjusted allocations and new projects are highlighted.

	Approved	1999/2018	2018/19	2019/20	2020/21 YTD	2020/21 YTD	Balance Remaining for
Project Description	Amount	Actual	Actual	Actual	Actual	Obligations	2020/21
CLOSED PROJECTS TOTAL	303,272,221	299,573,595	3,577,762	120,864	•		•
CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13.700.000	6.910.874	•	•	•		6.789.126
ATEP First Building Support (2017)	2,317,303	471,425	542,011	488,571	10,683	56,312	748,301
ATEP Signage (2018 & 2019)	4,931,121		111,447	1,520,557	18,997	746,451	2,533,669
ATEP Site Development (2013 & 2019)	12,625,000	8,191,477	1,103,962	1,027,834	550	1,424,462	876,715
ATEP Utilities/Infrastructure Phase 1 (2016)	9,475,000	6,086,734	915,868	17,757	•	67,533	2,387,108
IVC A200 Success Center (2014) IVC Access Centrols (2018, 2010, 8, 2020)	600,606 6700,000	•	- -	- 0 205 012	•		2 000,000
TEP First Building (2016)	27,400,000	23.320.712	320.079	2,203,012 132,345	- 6.500	-	3,029,577
IVC B200 (2015, 2018, 2019 & 2020)	4.600.000	216.959	83.726	1.799.140	-	1.661.995	0,020,001 838.180
IVC B400 Labs and Entrance Controls (2015)	296,078	188,836	3,998		-		103,244
IVC Defects Performing Arts Center (2014)	1,400,000	150,339	721,682	38,513			489,466
de Charging	400	1		•		•	
IVC Fine Arts Building (2008, 2019 & 2020)	28,614,534	61,278 552 012	2 620 610	1,030,461		- 002 66	27,522,795 060.067
TVC Treatil Certer/Corressions building (2010 & 2010) TVC Library Renovation (2010)	000,000, /		-	-,422,001			000,000
IVC Lighting & Walkways (2013)	795,055	570,407	12,112	212,531		2	-
IVC New Parking Lot (2013 & 2018)	8,788,000	414,020	2,870,876	252,845	-	3,556,485	1,693,774
and Pract	10,175,000	'	•	341,736	(20,220)	391,388	9,462,096
IVC Student Services Center Renovation (2019 & 2020)	39,005,698		•	601,943		3,182,950	35,220,805
SC Access Controls (2018)	4,000,000	·	478,367	3,521,633	•	•	•
SC ATAS Building (2003, 2018 & 2020) SC ATEB Eint Building (2003)	69,227,000	693,343	3,996,972	7,142,429	•	44,694,949	12,699,307 6 1 8 4 6 4 2
SCATET FIIST BUILDING (2020) SC BMS Controls (2010)	3,007,100	•		0,430 18 075		2,034,000	0,104,042 4 810.025
SC Data Center Project (2016)	1,000,000	- 43 030	- 6.460	21 820		5 023	4,010,020
SC Fire Alam System (2015)	500,000	60,675		145			439,180
SC Gateway Building (2013, 2019 & 2020)	33,058,261	•	•	624,235	•	•	32,434,026
PE 400 and 500 Renovation (20	2,388,737		1,204	315,718	•	1,731,812	340,003
SC Sciences Building (M/S/E annex) (2003)	62,399,870	61,917,074	895	•	•	•	481,901
SC SME Building Renovation (2016 & 2020)	5,050,000	41,16/	319,812	- 22 067 220	-	-	4,689,021
SU Stadium and Site Improvements (2008 & 2020) SC Student Services Center Renovation (2020)	45,133,798	- -	2,8/0,6/8	32,050,220	(116,409)	0,071,720	3,058,045 3,378,275
SC Village Demolition (2020)	1.500.000				•		0,010,210 1.500.000
SOCCCD District-wide ADA Transition Plan Projects (2017, 2019 & 2020)	12,000,000		•	2,014,760	•	543,324	9,441,916
SOCCCD District-wide Warehouse Canopy (2019 & 2020)	920,000	- 000		<u>37,772</u>	-	20,585	861,643
CAPITAL PROJECTS TOTAL	434,670,835	111,084,806	18,678,501	57,855,241	(99,899)	67,931,353	1/9,220,833
SCHEDULED MAINTENANCE							
IVC Lighting Upgrades (2020)	570,000			• 100 01 1	•	•	570,000
IVU SMIBTUU KOOT & HVAU (2015) IVU: SMIETEANTINET (2018)	150,000	•	10,704	1/3,065 3.464		240,506	69,075 146 536
IVC SM Floors & Finishes (2018)	92.500		49.438	32.747		650	9.665
IVC SM Infrastructure (2020)	500,000	•	-	-	-	•	500,000
IVC SM Mechanical (2019)	1,664,081		•	76,072	•	150,950	1,437,059
IVC SM Painting (2018)	171,581	•	•	9,821	25,130	34,856	101,774
IVC SM Piumping (2019) IVC SM Roofe (2018)	1 500,000		- 135 083	- 113 844	- 82 511	- 336 420	250,000 831-242
SC Quad Renovation. Arboretum Trail. Meditation Garden (2020)	500,000	•	-			-	500,000
SC Site Work at Outfall (2020)	130,000	•	•	•	•	•	130,000
SC SM Campus Landscaping Improvement (2019)	1,050,000		,				1,050,000
SC SM Campus Signage (2019)	125,000	•	•		•		125,000
SC SM (Thomas Linutade (2019) SC SM IT Power Linutade (2019)	300,000			190 821		- 11 221	97.958
SC SM Painting (2020)	400,000	•	•	130,021		-	400,000
SC SM Swimming Pool Equipment (2019)	275,000		•	•	•		275,000
SC SM Swimming Pool Refurbishment (2019)	200,000	•	•	363	•		199,637
SC SM Upgrade Domestic Water System (2020)	500,000			•	•	•	500,000

EXHIBIT A Page 1 of 3

107,641

801.662

196,125

15,121,51

TOTA

IECTS

SCHEDULED MAINTENANCE

.

1.1

South Orange County Community College District Expenditure History for Approved Basic Aid Projects August 31, 2020

	Approved	1999/2018	2018/19	2019/20	2020/21 YTD	2020/21 YTD	Balance Remaining for
Project Description	Amount	Actual	Actual	Actual	Actual	Obligations	2020/21
IT PROJECTS							
IVC Campus Desktop Refresh (2016, 2019 & 2020)	3,262,292	961,321	764,389	735,581	•	98	800,903
IVC Classroom Tech & Audio Visual IVC (2016)	3,746,708	332,642	378,139	1,072,963	(90,720)	1,778,316	275,368
IVC Live Oak Terrace Conversion to Outdoor Theater (2020) IVC New Marrinees (2020)	985,160 432 000	• •		•			985,160 432 000
IVC Refresh MDF and IDF	500,000	149 647		6 255			344 098
IVC SAN (2019)	865,200	-	•	-			865,200
IVC Server Refresh (2018 & 2019)	350,000	•	137,202	35,606		•	177,192
IVC Wireless Aps & Controllers (2019)	100,000				'		100,000
SC Cabling (2018, 2019 & 2020)	1,588,644	- 000 000	14,700	2,470	•	•	1,571,474
SC Clampus Desktop Refresh (2016, 2019 & 2020)	4,521,182 6 728 306	2,128,220	549,114 F08 408	884,307 2 062 4 72	-	- 000	959,541
SC Classfoorn Tech & Audio Visual (2016 & 2020) SC Domain Name System (DNS) (2020)	0,128,390 844.873	- 070'/07	- -	2,302,172	(440,477) -		2,421,550 844,873
SC Physical Telecommunications Infrastructure Upgrade (2020)	980,847				•		980,847
SC Refresh MDF and IDF (2016 & 2020)	890,000	167,644	127,779	159,452	9,881	210	425,034
SC Storage Area Network (SAN) (2020)	800,232						800,232
SC Virtual System Refresh (2020)	564,818		•		•		564,818
SOCCOD Automate Electronic Transcript Receiving (2015)	453.600	230.618	130.334	79.995	• •	12.653	-
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	38,416					77,184
SOCCCD Block Registration (2019 & 2020)	250,000	-	•		•	100,000	150,000
SOCCCD Canvas Grade Submission Integration (2019)	150,000					100,000	50,000
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000	•	30,232	29,760	- 007	8	' LC 0000
SOCCD Doctor Management System (2018)	467,600	1 110 025	23,801	105,049	400	50,000	288,350
SOCCCD Degree AuditMAF Opgrade (2015) SOCCCD DevOns / Identity Management Engineering (2018)	200,000		63.273	103 156	- 260	33.011	
SOCCD District-wide Network Security (2015)	1,064,395	512,787	299,538	205,350		5,000	41,720
SOCCCD DW Business Continuity Technical Plan (2020)	150,000	•	•	•	•	•	150,000
SOCCCD DW Content Management System for Websites (2019)	200,000	•	•		•		200,000
	400,734 160,000	•	•	- 06.040		70.004	900,734
SOCCOD DW Information Security Initiatives (2010)	240,000			00,340 46 375	2,000	15,000	178 625
SOCCCD DW Infrastructure Cloud Services (2013)	500,000			-		-	500.000
SOCCOD DW IT Infrastructure Strategic Planning (2019)	190.000			6.207	•		183.793
SOCCCD DW Private WAN Network Refresh (2020)	220,000	•	•	-	•	7,500	212,500
SOCCCD DW Vulnerability Assessment (2020)	200,000				•		200,000
SOCCCD Faculty Syllabus Builder (2018)	315,000	-	-	-	•	-	315,000
stration	285,000					•	285,000
SOCCCD HR/Bus Svcs Integrated Software (2013, 2018, 2019 & 2020)	19,890,300	15,119,173	1,427,044	1,253,393	183,151	37,492	1,870,047
SOCCCD Identity Management Assessment and Design (2019)	150,000	•	•			•	150,000
SOCCD InFORM Data Warehouse Upgrade (2020)	200,000	•		- 000 000	-	- 40 460	200,000
SOCCOD Information Security Contract Services (2010) SOCCD Infrastructure Exnansion (2018)	300,000			134 726		40,103	35 274
SOCCD Innovation Fund (2018 & 2019)	1.241.978			117.000		•	1.124.978
SOCCCD Instructional Management System (IMS) Upgrade (2020)	715,680	•	•		•	109,480	606,200
SOCCCD IT Basic Aid Projects (2013) IT Contingency	855,276	64,600		-	•	•	790,676
SOCCCD IT Engineering Services Support (2019)	300,000	-	-	29,992	-	32,646	237,362
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,709,630	5,631	5,301	•		24,208
SOCCCD MAP Enhancements (2017, 2018, 2019 & 2020)	1,435,000	191,384	308,878	311,046	30,370	137,066	456,256
SOCCCD MySite Faculty Services Upgrade (2018)	275,000	•		44,201	•	152,800	77,999
SOCCCD New Student Print Solution (2016)	238,921	215,203	1,791	21,069	'	506	352
SOCCOD Online 1 dioning, 31, Onice Frouts, Appointments (2010) SOCCCD On-bremise and Cloud-based Systems Infra Expansion (2019)	500,000	4 1,424		459 725		40.275	•
-	302,400		57,835	25,369		-	219.196
SOCCCD Replace District Data Center HVAC Units (2019)	350,000	•		285,026	4,136	21,430	39,408
SOCCCD Service Desk Software (2017)	560,000	9,835	366,261	152,026	•	31,878	
SOCCCD SIS Architecture Upgrade Phase 2 (2019 & 2020)	925,000	•	•	124,438	5,218	263,597	531,747

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South - Expendi	South Orange County Community College District Expenditure History for Approved Basic Aid Projects August 31, 2020	vunty Community College ry for Approved Basic Aid August 31, 2020	District Projects				
	Approved	1999/2018	2018/19	2019/20	2020/21 YTD	2020/21 YTD	Balance Remaining for
Project Description	Amount	Actual	Actual	Actual	Actual	Obligations	2020/21
SOCCCD SIS Development Process Improvements (2020)	150,000	•	•	•	•	100,000	50,000
SOCCCD SIS Student Health (2018)	350,000	•	217,101	85,009	9,230	38,660	•
SOCCCD Student Activity Tracking, Workflow and Transcript (2019)	300,000	•	-	•	•	•	300,000
SOCCCD Student Early Alert System (2016)	226,800	36,752	123,612	24,590	•	•	41,846
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	•	-	283,826	9,206	214,141	92,827
SOCCCD Student Information System Enhancement (2013, 2018, 2019 & 2020)	15,398,400	9,580,540	1,945,362	1,776,355	18,137	2,078,006	•
SOCCCD Student Recruiting (2019)	1,214,976	•	•	•	•	60,000	1,154,976
SOCCCD Student Success Roadmap (2017)	875,000	1,608	322,588	185,618	-	70,118	295,068
SOCCCD Unified Student ID Card (2016)	452,000	75,190	113,296	65,119	•	•	198,395
SOCCCD Waitlist Modification (2014)	699,600	256,440	159,572	264,642	•	633	18,313
SOCCCD Wireless Upgrade (2016, 2019 & 2020)	2,939,933	811,608	383,839	18,712	•	2,005	1,723,769
SOCCCD Workday Student BPA Sessions (2016)	317,800	115,914	•	10,095	•	1,700	190,091
SOCCCD Workday Student Influencer Program (2016)	375,000	174,721	14,701	10,571			175,007
IT PROJECTS TOTAL	96,237,259	41,623,778	8,651,574	12,460,817	(247,774)	6,550,097	27,198,767
	-						
OTHER ALLOCATIONS							
SOCCCD Architectural Standards (2019)	1,500,000	•	•	60,505	•	444,474	995,021
SOCCCD Credit Card Fees (2020)	650,000	•	•	•	56,603	37,832	555,565
SOCCCD Design/Build Specialty Consultant (2013)	525,000	291,587					233,413
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	684,163	268,749	16,476	•	59,840	210,772
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	32,404	2,521,267	300,068	•	106,437	939,824
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	285,871	100,995	235,146	•	17,988	•
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	185,116	3,058		•	18,250	378,576
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	174,201	6,665	•	•	70,228	663,906
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	25,849	237,682	966,348		79,431	90,690
SOCCCD FPP, IPP, 5 Year Plans (2013, 2019 & 2020)	1,683,000	36,301	173,310	212,940		357,060	903,389
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	238,679	(7,236)	6,104		84,056	541,397
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,395,000	928,351	99,810	112,857	•	16,179	237,803
SOCCCD Pension Rate Stabilization Program (2016 & 2020)	44,700,000	39,700,000	•	•	•	•	5,000,000
SOCCCD Pre-Planning and Investigation (2015, 2018 & 2019)	1,181,140	235,441	370,230	5,176		188,070	382,223
SOCCCD Retiree Benefits (2001 - present)	95,107,499	79,287,683	4,894,000	5,700,000			5,225,816
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,998,988	2,625,684	563,519	•	•		809,785
OTHER ALLOCATIONS TOTAL	160,283,627	124,731,330	9,232,049	7,615,620	56,603	1,479,845	17,168,180
RASIC AIN PROJECT TOTALS	1 000 585 454	577 013 500	40 336 011	78 854 204	(183 420)	76 735 898	236 829 261
		~~~~		- >4(->>(> -	1	~~~~	

OTHEP ALLOCATIONS								
SOCCCD Architectural Standards (2019)		1.500.000	•	'	60.505	•	444.474	995.021
SOCCCD Credit Card Fees (2020)		650,000	•	•	1	56,603	37,832	555,565
SOCCCD Design/Build Specialty Consultant (2013)		525,000	291,587	•	•	1		233,413
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	(2016)	1,240,000	684,163	268,749	16,476		59,840	210,772
SOCCCD District-wide Mapping (2015 & 2018)		3,900,000	32,404	2,521,267	300,068	•	106,437	939,824
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	& 2018)	640,000	285,871	100,995	235,146	•	17,988	•
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	016 & 2018)	585,000	185,116	3,058	•	•	18,250	378,576
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)		915,000	174,201	6,665	•	•	70,228	663,906
SOCCCD Educational Facilities Master Plan (2016)		1,400,000	25,849	237,682	966,348		79,431	90,690
SOCCCD FPP, IPP, 5 Year Plans (2013, 2019 & 2020)		1,683,000	36,301	173,310	212,940	•	357,060	903,389
SOCCCD Legal Counsel Facility Related Issues (2013)		863,000	238,679	(7,236)	6,104	•	84,056	541,397
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present	present)	1,395,000	928,351	99,810	112,857	•	16,179	237,803
SOCCCD Pension Rate Stabilization Program (2016 & 2020)		44,700,000	39,700,000	•	•	•	•	5,000,000
SOCCCD Pre-Planning and Investigation (2015, 2018 & 2019)	(6)	1,181,140	235,441	370,230	5,176		188,070	382,223
SOCCCD Retiree Benefits (2001 - present)		95,107,499	79,287,683	4,894,000	5,700,000	•	•	5,225,816
SOCCCD Trustee Election/General Election Expense (2004 - preser	- present)	3,998,988	2,625,684	563,519	•			809,785
OTHER ALLOCATIONS TOTAL		160,283,627	124,731,330	9,232,049	7,615,620	56,603	1,479,845	17,168,180
BASIC AID PROJECT TOTALS		1,009,585,454	577,013,509	40,336,011	78,854,204	(183,429)	76,735,898	236,829,261
0	Commitments		733,624,678	81,512,238	96,749,334			97,699,204
	Cumulative Commitments		733,624,678	815,136,916	911,886,250			1,009,585,454
R R	Receipts		767,223,023	80,300,099	89,488,558			90,717,217
C	Cumulative Receipts		767,223,023	847,523,122	937,011,680			1,027,728,897
0	Cumulative Expenses		577,013,509	617,349,520	696,203,724			696,020,295

Uncommitted Basic Aid Funds	190,209,514	190,209,514 230,173,602 240,807,956	240,807,956		18,143,443
Approved				Receipts	Commitment
Amount				Change	Change
Change from April 2020 Report:					
FY 2020-21 Basic Aid Allocation					97,699,204
-Y 2019-20 Increase/(Decrease) in Receipts				9,188,459	
FY 2020-21 Estimated Receipts				90,717,217	17
Total Change from April 2020 Report	•	•	-	- 99,905,676	76 97,699,204

# EXHIBIT A Page 3 of 3

- **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, 2020, our cash balances were \$401,493,790.32 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 1.34% compared to prior quarter of 1.99%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$27,889,668.85, and the LAIF investment pool is yielding an average of 1.36% compared to prior quarter of 2.03%.

Both pools are highly liquid, with overnight wire transfers available upon request.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.8 DATE: 8/31/20

TO: Board of Trustees

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

**RE:** SOCCCD: Pension Stabilization Trust Fund

ACTION: Information

## BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Irrevocable 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.

## <u>STATUS</u>

This report is for the period ending June 30, 2020 (EXHIBIT A). The portfolio is composed of 14.6% equity funds and 85.4% fixed income mutual funds. The portfolio's performance for the quarter increased 8.35%, ending with a fair market value of \$26,231,454. The annualized return since inception is 3.85%. In this quarter, \$2,062,688 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

EXHIBIT A Page 1 of 2



July 15, 2020

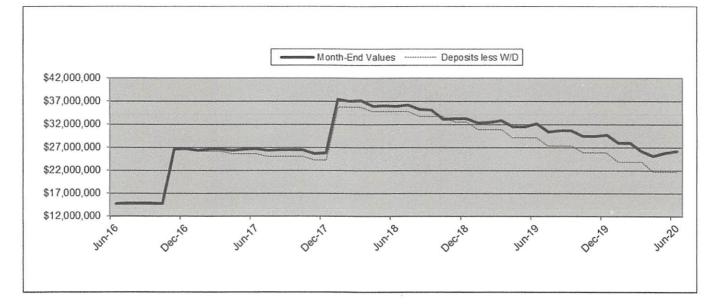
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

With a fair market value on June 30th of \$26,231,454.08 your portfolio's performance was up 8.35% for the quarter and up 3.85% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (14.6%) and fixed income funds (85.4%). 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 \$17,965,534 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>	2nd Quarter 2020	Year-To-Date	Annualized Since Inception
South Orange CCCD PST	8.35%	2.77%	3.85% annualized return
S&P 500	20.52%	-3.10%	12.48% (Domestic Stocks)
MSCI EAFE	14.88%	-11.34%	5.36% (International stocks)
Barclays Aggregate	2.90%	6.14%	3.89% (Domestic Bonds)
Barclays Global	3.32%	2.98%	2.26% (Global Bonds)



Very truly yours,

colit.

Scott W. Rankin Senior Vice President

Scott Rankin Digitally signed by Scott Rankin Date: 2020.07.15 15:05:04 - 05'00'

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615
March-2019	-	39,700,000	1,657,268	32,819,620
June-2019	-	39,700,000	1,640,570	32,089,876
September-2019	-	39,700,000	1,764,708	30,690,094
December-2019	-	39,700,000	1,525,427	29,673,380
March-2020	-	39,700,000	2,073,030	26,238,053
June-2020	-	39,700,000	2,062,688	26,231,454

TO: Board of Trustees

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

**RE:** Reports from Administration and Governance Groups

ACTION: None

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

Speakers are limited up to two minutes each.

Chancellor Irvine Valley College President Saddleback College President CSEA President



DATE:August 17, 2020TO:Members of the Board of TrusteesFROM:Chancellor Kathleen F. Burke, Ed.D.SUBJECT:District Services Report for August 31, 2020 Board of Trustees Meeting

## Ethan Manafi is the 2020-2021 Student Trustee



I am pleased to welcome and congratulate the SOCCCD new Student Trustee—Ethan Manafi. During the July board meeting, Ethan assumed the position via Zoom and took the oath of office, administered by Board President T.J. Prendergast. Ethan is an Irvine Valley College student majoring in human biology and society with a minor in gender studies. His goal is to serve as Student Trustee to represent the students of both Irvine Valley College and Saddleback College. Ethan said, "I am honored to serve as Student Trustee for the 2020- 2021 academic year. I have many goals associated with amplifying the student voice and advocating for the issues that students care about most."

#### **PPE Recieved to Protect Employees**



Using CARES Act funds, the State of California purchased Personal Protective Equipment (PPE) to be distributed to Californians. The South Orange County Community College District takes part in distributing that PPE to our students and staff. Included in the supply delivery were respiratory masks, face shields, thermometers, and hand sanitziers. Special thanks to James Steeves, Central Services Manager and his team—Luis Resendiz, Jorge Martinez, J. Bernacci, and Misael Banderas, for receiving the millions of items, and receiving, sorting, and storing them. While this took extra effort and time to receive and catalog the items, it will save district staff time in the future, as it could have been extremly laborious to accept smaller shipments of PPE throughout the year.

PPE from State	Volume	<b>District Services</b>	Saddleback	Irvine Valley
Cloth masks	32,400	1,126	18,790	12,484
Respirator masks	960	-	582	378
Surgical masks	1,920,000	5,000	1,161,639	753,361
Face shields	800	75	440	285
Thermometers	50	5	27	18
Hand sanitizers (16.9 ounce)	16,540	1,545	9,096	5,899



THE FOUR

WS

## **Opening Day**

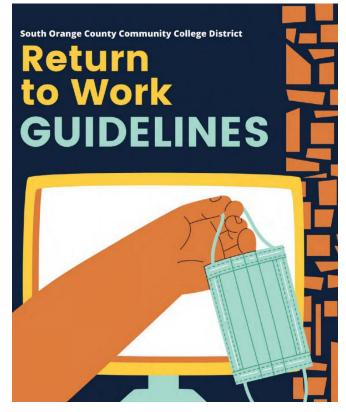
Wear your mask Wash your hands Watch your distance We are in this together, apart

Welcome to 2020-2021!

On August 10 and 11, I joined the Board of Trustees to participate in Opening Day for both Irvine Valley College and Saddleback College. I truly enjoyed all of the presentations and I am inspired by the flexibility and innovation we have embraced over the last several months. Opening Day via online was engaging and motivational. I thoroughly enjoyed the greetings given by each Trustee, I know our faculty felt supported by your encouraging words. During the presentations from the college presidents, Dr. Hernandez and Dr. Stern, we were reminded of our purpose to serve students and challenged to show up for each other. I also made a presentation and provided some perspective to the viewing audiences about the incoming freshman and how they have been influenced by local events, recent

history, and pop culture. On my last slide I shared the 4 Ws, also promoted by Fiona Ma— Wear Your Mask, Wash Your Hands, Watch Your Distance and We are all in this Together. Many thanks to everyone who made Opening Day successful. Wishing everyone a productive, healthy, and safe fall semester.

## **Return to Work Guidelines**



In the August board meeting materials, you will find information from Human Resources about the <u>Return to Work Guidelines</u>. I wanted to call special attention to this document, as it was a collaborative effort to create a comprehensive document with the goal to best protect employees as we keep the campuses closed and transition to permitting more employees on campus through a phased approach in the future. This document can be found on the regularly updated <u>COVID-19 page</u>, including resources and frequently asked questions (FAQs).



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, EdD, Chancellor, and Members of the Board of Trustees

FROM: John C. Hernandez, PhD, President

**DATE:** August 20, 2020

#### SUBJECT: President's Report for the August 31, 2020 Board of Trustees Meeting

#### President Hernandez Hosts His First Opening Session to Kick Off Professional Development Week



On Monday, August 10, President John Hernandez hosted the annual fall opening session as part of the Fall 2020 Professional Development Week. This year's session was held via Zoom in accordance with COVID-19 restrictions. It began with opening remarks by Board of Trustees President T.J. Prendergast III, followed by recorded statements from board members Barbara Jay, David B. Lang, and Marcia Milchiker. Trustees Timothy Jemal, Terri Whitt Rydell and

James R. Wright were also in attendance. Chancellor Kathleen Burke gave remarks and introduced President Hernandez, who spoke about his leadership journey and the need to establish a campus wide equity framework to align all equity and social justice efforts, including elements of the statewide Call to Action. The session also showcased pictures sent in by faculty, staff, and administrators who wanted to share their summer highlights and pets.

#### Professional Development Week Held Virtually for Fall Semester

During the week of August 10 through August 14, IVC held its Fall 2020 Professional Development Week online. Efforts led by the Academic Affairs Committee and Marketing Department provided the foundation for a successful virtual flex week. Administrators, faculty, and staff offered 65 sessions with topics focusing on areas such as equity, governance, and Guided Pathways. Special consideration also was given to online pedagogy and the use of classroom technology to improve efficiency and instruction. A new webpage developed by the Marketing Department helped improve content delivery and functionality for Fall 2020 and beyond. Unofficial feedback has been positive, with greater than anticipated turnout in several sessions, most likely because the virtual platform allowed flexibility in attendance.

#### Psi Beta Honor Society Wins at the National Student Research Awards

The Psi Beta honor society swept every award at the National Student Research Awards—a feat that has never been accomplished in the 25-year history of the student research paper competition. Student Christian Beltran won first place for his paper, "The Enigma of Emotional Expression: An Examination of the Relationship between Expressing Emotion and Mood." Leena H. Bowman won second place for her paper, "The Effects of Expressive Outlets on Mood and Emotion." Emily E. Crowl and Laura M. Warren tied for third with their papers: "Emotion Recognition Differences in Hard-of-Hearing and Hearing Adults" and "Smiling by Way of Zygomatic Electrical Stimulation: Investigating the Facial Feedback Hypothesis," respectively. In addition to the winners, two students received honorable mentions for their excellent research and papers. These students are Isabella Polito for her paper, "The Role of Empathy in Justice Sensitivity," and Alexandra Genissa A. Llamas for her paper, "Immigrant Parent-Child Perception on Education through the Generations." Professors Dr. Kari Tucker-McCorkhill mentored the first- and second-place students as well as those who wrote the two honorable mention papers, and Dr. Benjamin Mis mentored the students who wrote the two papers that tied for third place.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt Rydell, James R. Wright

Kathleen F. Burke, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

President's Report to the Board of Trustees August 20, 2020 Page 2

#### Virtual Welcome Booth Offered at the Start of the Fall 2020 Semester



The COVID-19 pandemic has presented many challenges as IVC gears up for the fall semester. Traditional ways in which IVC welcomes students to the new academic year usually include three welcome booths strategically located on campus. With classes and services continuing to be online, IVC has opted to make this service available digitally for incoming students. The Virtual Welcome Booth will go out to all students via email and feature brief welcoming messages from

staff in the departments that students contact most during the first few of days of the semester. Participating staff are grateful to have another way to support students remotely, and the Marketing Department has provided valuable services to all involved.

#### Laser Day Successfully Held Via Zoom

On Wednesday, August 12, IVC hosted its 6th Annual Laser Day, with over 650 students and parents/guardians virtually participating in the event. Laser Day is designed to help new students learn about campus resources, academic programs, and success strategies. It's also an opportunity for incoming IVC students to connect with one another and interact with faculty, staff, and current students before the school year begins. This year's virtual Laser Day offered 20 different sessions with approximately 60 faculty, staff, and current students participating to help welcome the incoming cohort of IVC students. There were academic school presentations, success workshops, and student panels scheduled throughout the day. The presentations were recorded and will be posted on the Laser Day website for others who may not have been able to attend the live sessions to view.

#### IVC Classified Staff Come Together for Caring Campus Convocation



On Tuesday, August 11, 2020, during Professional Development Week, college leadership and faculty joined Classified Senate members for their Caring Campus Convocation. Since October 2019, the Classified Senate, in coordination with the Guided Pathways Initiative, has embarked in coaching sessions with the Institute for Evidence-Based Change (IEBC) Caring Campus initiative, funded through the Ascendium Education Group. The convocation was the final session,

showcasing a culmination of that work. Caring Campus is an integral part of the college's Guided Pathways efforts. It acknowledges the central role that classified professionals play in making students feel welcome on campus and helping students stay on their educational paths, and recognizes the pivotal role of administrators in supporting the student engagement work of classified professionals. At this virtual convocation, classified staff presented their on-campus and virtual commitment recommendations that will help cultivate a more caring campus, which will increase student success at IVC. New Caring Campus "Ask Me" t-shirts were launched; they are available now, and nametags will be available for participants when they return to campus. The presentation also included a breakout session where classified staff and leadership met and discussed ways to implement and recognize staff members' work throughout the coming year and beyond.

#### **IVC Alumnus Nicolas Sitton Releases Sophomore Album**

Nicolas Sitton, a former IVC Voice and Composition major and student of Professor Daniel Luzko, released his sophomore album this year. The album, entitled *Necessary Empathy*, is a follow-up to his 2016 album, *Some Days*. Sitton, who goes by the stage name Boy Bloom, composed, arranged, produced, and performed all music on the album and designed the album artwork. SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: President's Report to the Board of Trustees August 20, 2020 Page 3

#### IDEA Alumna Supports Personal Protective Equipment (PPE) Initiative



The COVID-19 pandemic has shifted the career focus of IVC alumna Mahbanoo Iranzamini, an expert engineering technician for Orange County medical supplier Applied Manufacturing. Until recently, Iranzamini has been utilizing the skills she learned as a student in IVC's Drafting Technology and Engineering program to design medical supplies. However, since the medical field has shifted dramatically in light of the pandemic, Iranzamini has been working

with her team to make face shields. Iranzamini and her colleagues were able to deliver one million computer aided design (CAD)-designed protective face shields, just as demand for critical PPE peaked nationwide. She credits the classes she took in drafting and engineering under IDEA department chair Matt Wolken as a reason for her success. "Everything he taught, I'm using at work right now," Iranzamini says, citing the shortcuts she learned in SolidWorks CAD software as an example.

#### Women's Beach Volleyball Earns American Volleyball Coaches Association Team Academic Award



IVC's beach volleyball team was one of 41 programs in the nation among all college levels to earn honors by the United States Marine Corps and the American Volleyball Coaches Association (ACVA) as a scholar-athlete program. The award, initiated in the 1992-93 academic year, honors volleyball teams that maintain a year-long grade point average of 3.30 on a 4.0 scale or a 4.10 on a 5.0 scale. Members of the scholar-athlete team included Truth Hafey, Anna

Unke, Lexie Pereira, Alaina Thomas, Jasmine Langle, Alaina Gendale, Gabriela Griego, Alma Entesari, Kiana Salamone, Kristin Austin, Kendall Nolan, and Lea Kruse.

#### Former IVC State Champion Olivia Aguilar Joins Coaching Staff

Former IVC standout women's volleyball player and state champion Olivia Aguilar will join new head coach Ryan Windisch's coaching staff next spring. Aguilar was the California Community College Athletic Association State Championship MVP in 2017 and helped the Lasers to a 27-0 record. Since her career at IVC, Aguilar has starred at NCAA Division II Cal State San Marcos for the last two seasons. She was named an All-California Collegiate Athletic Association honoree in the fall of 2019, earning second-team honors. Windisch expressed his excitement at bringing Aguilar onto the coaching staff. "I am extremely excited to bring on another former Laser great. Having a staff that truly understands what it means to wear IVC makes everything easier" he said.

Respectfully Submitted,

theHunandez

John C. Hernandez, PhD President

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt Rydell, James R. Wright Kathleen F. Burke, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College



TO: Members of the Board of Trustees Chancellor Kathleen F. Burke, Ed.D.
FROM: Dr. Elliot Stern, President
SUBJECT: Report for August 31, 2020 Board of Trustees Meeting

#### Saddleback Welcomes Students, Faculty to Fall Semester

President Stern welcomed students and faculty to the fall semester, reporting that the college transformed itself to 95% online, while keeping safety as our primary goal and avoiding a decline in enrollment, as many other colleges have. He commended faculty for learning new technology, developing new ways to teach online and support students, and creating a sense of connection students need now more than ever.

In a welcome video to students, Dr. Stern affirmed that this will not be our "Covid Year" because we are not just getting by, we are getting better. He explained that before the pandemic, a third of our instructors were already teaching online, and since then, over 500 professors have received extensive training in online instruction. Further, student support services are offered synchronously, so students can expect to receive services as they need them or by appointment.

#### College and District Collaborate to Build Innovative In-Person Instruction Solution

The Fall 2020 Semester started with the vast majority of our classes online, with some exceptions. Our nursing students are continuing their studies uninterrupted, thanks to the Division of Health Sciences and Human Services, Facilities, Maintenance, and Operations, and Technology Services, who created an outdoor classroom that allows our nursing students to fulfill the in-person lab requirement needed to complete their degrees and work in the field.

Parking Lot 13 has been transformed into a classroom setting with four, 60 by 40 foot tents that are equipped with full electricity, fans, and lighting, as well as Wi-Fi and audio/visual support. Thanks to the college's effort with the Procurement Office in District Services, the tents were upright from proposal to the first day of the semester – a 10-day turnaround.

A special thanks to HSHS's Senior Laboratory Technician, Courtney Rice, for her extra efforts to inventory and move all necessary equipment outside so students can maintain instructional continuity in a new environment.

#### President Stern Meets with Congressman Levin

On July 17, President Stern had a one-on-one meeting with Congressional Representative Mike Levin, to talk about the pandemic's impact on higher education and Saddleback's needs vis-à-vis ongoing discussions over the next stimulus package. Representative Levin praised Saddleback College for the experience it gave both of his kids this summer, as both took Community Ed classes online through the college.

#### Live Webcasting Enhances Remote Learning Experience

Saddleback College has enhanced its ability to offer an engaging online instruction experience, thanks to the installation of new state-of-the-art video and audio systems in 16 classrooms. The sophisticated technology gives professors the ability to offer live instruction – from cooking demonstrations to science experiments – in their classrooms, allowing faculty to focus on their lectures instead of technology, and giving students a distance learning experience that is almost equal to being on campus.

The classroom webcasting technology consists of both hardware and software. The highly sought after hardware includes a high-definition camera that uses artificial intelligence for presentation tracking. The camera's features provide clear, focused close-ups of content and enable zone tracking, which directs the camera to perform certain tasks when the professor enters a configured zone. For example, if the instructor goes to the white board, the camera can be instructed to zoom in on the board to give students a clear view. In the science lab, the camera can be programmed to zoom in on the table experiment when the professor walks to it. Further, three-dimensional ceiling-mounted microphones have been installed to clearly capture the voice of the presenter from anywhere in the classroom, giving the professor the freedom to forgo wearing any hardware or equipment. The hardware is fully integrated into our current technology infrastructure, as is the software, which includes Zoom Pro, Facebook Live, YouTube Live, Workplace, Aver, Microsoft, and Shure.

#### **Mascot Discussions Planned**

President Stern announced that college-wide discussions will be launched over the next eight weeks regarding the Gaucho mascot. This fall, a redesign work group planned to ask the college to choose an updated graphic depiction of the mascot. That process has been paused, in light of several factors: 1) protests on police brutality and systemic racism; 2) major food manufacturers and professional and college teams are taking steps to change branding and team names that perpetuate racist stereotypes; 3) a faculty-led petition to retire the Gaucho has received more than 300 signatures; and 4) the college's former mascot depiction, which was retired in 2018, continues to be seen in various places on campus.

Four 90-minute campus-wide discussions will be facilitated by Speech and Debate Team coaches Shawn O'Rourke and Lucas Ochoa – one for employees, one for students, and one for community members and alumni – with the fourth discussion open to all. The discussions will be tightly moderated and will give participants limited to time to speak, so all who wish to offer thoughts will be given time to do so.

The discussions will help the college determine the fate of our current mascot, and will provide a model for students as to how we discuss polarizing topics in a respectful and safe environment.

#### 15 Degrees and Certificates Now Available with Zero Textbook Costs

Saddleback College now offers 15 degrees and certificates that students can complete without purchasing a single textbook. The programs are: AAT-Communication Studies; AAT-Economics; AAT-History; AAT-Political Science; AAT-Sociology; AA Economics, AA Fine Arts and Humanities; AA History, AA Liberal Studies; AA Social and Behavioral Studies; Associate Teacher Certificate; CSU GE Certificate; Aging Studies Certificate; and Aging Studies Interdisciplinary Certificate.

Zero Textbook Cost (ZTC) coordinators Nicole Major and Jennifer Pakula are currently working with faculty to expand ZTC class offerings, particularly as students do not currently have access to textbook reserves that are typically available in the Library.

#### Week of Online Workshops

Saddleback College faculty and staff welcomed more than 500 new and returning students to a week of

online workshops August 11-14. A total of 42 workshops were offered on Zoom, orienting students to everything from how to be successful in an online math class to introduction to belly dancing. Students were given a preview to the college's new Guided Pathway tools as well as how to research college and careers.

#### Business Science Division Sees Big Increase in Degree and Certificate Completions

The Division of Business Science & Economic and Workforce Development reported that 680 degrees and certificates were awarded to programs in their division in 2019-2020, which is a 19 percent increase over their previous all-time high number of 580 in 2018-2019. Not only did the real estate program maintain their increase from the year before, but the Associate Degree-Transfer in Business Administration had over 100 more completers over the previous year.

#### Studio Art Program "Throws" a Ceramics Viewing Party

One of the departments in the Fine Arts and Media Technology Division that has made the transition to remote instruction particularly well is the Studio Art program. Recently, ceramics instructor Laura Haight did a demonstration of what learning to throw a pot on a wheel would look like for virtual instruction. Heidi Ochoa from the Speech Department was the willing student working on a borrowed wheel in her garage, as Laura taught from the McKinney Theatre stage. Staff members Matt Brodet, Randy Van Dyke, and Tim Swiss coordinated all of the technology, which involved eight remote webcams, Zoom, You Tube Live, and other TV cameras placed in the auditorium. Congratulations to all involved for finding innovative ways to offer arts instruction online!

#### **CTE Summer Academy Goes Virtual**

Seventy-five high school students from Capistrano Unified School District and Saddleback Valley Unified School District spent the week of July 20th engaging in career exploration through online activities and leadership workshops to help prepare them for what comes after high school. Students received special presentations from Rita Soultanian from the Career & Re-Entry Center, Katelyn Cope from Financial Aid, and Kari Irwin from CTE. Participants also spent time with online facilitators for two hours each day of the week, and committed to independent work outside the Zoom sessions, culminating in the creation of vision boards depicting their future.

#### Nursing Class Gets Perfect Score on Licensure Exam

The Nursing Program's class of fall 2019 had a 100 percent pass rate on the National Council Licensure Examination (NCLEX-RN exam). The class consisted of 18 candidates. Congratulations to our nursing students and professors for this impressive accomplishment, which speaks to the high-quality instruction in the program.

#### Culinary Arts Program Uses Facebook to Connect with Students, Community

Culinary Arts instructors have taken to Facebook Live to offer regular updates and demonstrations with their followers. The first Facebook Live Demo was held on August 4 with Chef Pascal Olhats, who showed participants how to make Chicken Provencal.

The program has also been offering periodic food pickups to give students the ingredients and materials needed to follow the online demonstrations.

#### **Extended Learning Update**

Foster and Kinship Care Education (FKCE): All of the FKCE free parenting classes are fully online. The department has been able to meet the mandated training requirements of foster and kinship caregivers right in their own home without the need to find childcare or drive to a location. All offered classes were

fully enrolled. In addition to the COVID-19 series for caregivers, a new class was created in coordination with the Orange County Department of Education to help parents deal with distance learning challenges.

Community Education: Over 100 online classes are offered for kids in three sessions during the fall semester and are designed to complement the K-8 core curriculum in local schools.

Adult Education: We are excited to announce the implementation of California Senate Bill 554, which provides current Adult Education High School Equivalency students the opportunity to enroll in up to 11 free units per semester while they prepare to earn their High School Equivalency Certificate. This program will serve as a springboard for students to attend college courses and prepare for their career of choice.

The U.S. Department of Education, Office of Career Technical and Adult Education (OCTAE), invited Saddleback Adult Education to participate in the federal "Teaching Skills that Matter" initiative, which provides training to basic skills educators on civics education, digital literacy, financial literacy, health literacy, and workforce preparation skills. Jill Ibbotson was selected to represent our team in serving as one of five members in the California cohort.

OASIS Program faculty and Adult Education Co-Chair Stacy Eldred has been invited to be a presenter for several webinars hosted by the Tarjan Center at UCLA, a federally designated Center of Excellence in Developmental Disabilities. The Open the Doors to College program at the Tarjan Center provides resources and information on postsecondary education for students with intellectual and other developmental disabilities.

Emeritus Institute: This fall, approximately 207 sections are supporting 12,500 enrollments. We are receiving feedback from the students that the online classes are a life saver to them, especially during this critical time. Thanks to the efforts of the faculty and staff, over four thousand older adult students have successfully transitioned to online education.

#### **CARES Grant Update**

As of August 17th, Saddleback College has paid \$1.641 million in CARES Grants to 3,282 students impacted by the Covid-19 pandemic. Awards are paid in \$500 increments to help pay for housing, food, basic technology to assist with online learning, and other needs relating to the pandemic.

All students who are facing financial uncertainty due to the pandemic – including those who may already be receiving financial aid – were invited to submit the Covid-19 Emergency Fund Application.

Respectfully Submitted,

Elliot Stern President

# Report to the Board of Trustees

On July 20 & 21, 2020, the **California School Employees Associations** held their **annual Conference**. For the first time in CSEA's illustrious history, its annual Conference was held virtually. There were a record-breaking number of 3,694 members and guests to the Association's first ever virtual conference. More than 400 chapters were represented with 1,717 registered delegates and 1,977 member visitors and guests. CSEA was able to successfully conduct union business based in the **Slack** technical platform. The Slack program allowed for online voting (with instant results that was shared with the delegates) to determine the direction of union business as well as the approval or rejection of proposed conference resolutions.

It was very impressive that CSEA was able to hold their annual conference when many organizations and entities had to cancel their conferences and conventions this year due to the CoVid-19 crisis. Many talented members of CSEA managed to pull all their technical skills and resources together to make this conference very successful. CSEA members were able to connect in new ways using the virtual format. While it wasn't the big in-person conference we're used to, this year's twoday event was packed with an exciting combination of live and on-demand content. The conference was the perfect opportunity to recognize all members who serve their districts and chapters tirelessly - with more of their collective dedication than ever before.

Because of this year's virtual CSEA Conference, I have been very interested in watching the virtual Democratic and Republican National Conventions. This pandemic crisis has made us adapt to change - which allows us to explore more of our inner skills that perhaps we did not realize we had. Through any crisis, I am grateful for any 'silver lining' which emerges from any such crisis.

Scott Ferguson Greene

CSEA, President - 2020