



## Meeting of the Board of Trustees

September 23, 2019

### CALL TO ORDER: 4:30 P.M.

#### **1.0 PROCEDURAL MATTERS**

##### 1.1 Call to Order

##### 1.2 Public Comments

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

### **RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (10 matters)
  - B. Public Employee Performance Evaluation (Government Code Section 54957(b).)
    - 1. Chancellor
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
  - A. Faculty Association (FA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - B. Classified School Employees Association (CSEA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - C. Police Officers Association (POA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)

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

## **RECONVENE OPEN SESSION: 6:30 P.M.**

### **2.0 PROCEDURAL MATTERS**

#### **2.1 Actions Taken in Closed Session**

#### **2.2 Invocation**

Led by Trustee 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 complete a yellow form entitled, "Request to Speak" and submit prior to the beginning of open session. These forms are available outside the board room. **Speakers are limited to up to two minutes each.***

### **3.0 REPORTS**

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

- A. Board Reports
- B. Chancellor's Report
- C. College Presidents' Reports (*Written Reports included in Section 8.0*)
- D. Associated Student Government Reports
- E. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

#### **4.1 None**

### **5.0 CONSENT CALENDAR ITEMS**

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

#### **5.1 SOCCCD: Board of Trustees Meeting Minutes**

Approve minutes of a Special Meeting held on August 19, 2019 and a



Regular Meeting held on August 26, 2019.

- 5.2 **SOCCCD: Resolution**  
In Support of Undocumented Student Action Week, October 14-18, 2019.
- 5.3 **Saddleback College: New, Revised, and Deleted Curriculum for the 2019-20 and 2020-21 Academic Years**  
Approve the proposed curriculum changes for the 2019-20 and 2020-21 academic years at Saddleback College.
- 5.4 **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 **Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.6 **SOCCCD: District-wide and Irvine Valley College, Notices of Completion, Various Projects**  
Authorize filing the Notices of Completion for the District-wide Wireless Access Points Installation project to T and D Communications, Inc., for a final contract amount of \$329,962.81 and the Irvine Valley College Panic Buttons Installation project to Blue Violet Networks, LLC, for a final contract amount of \$65,617.79.
- 5.7 **SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus**  
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.
- 5.8 **SOCCCD: Student Out of State Travel**  
Approve the college student out of state travel for the participants, dates, locations and costs.
- 5.9 **SOCCCD: August 2019 Change Orders**  
Ratify the change order as listed.
- 5.10 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.11 **SOCCCD: Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Annual Chancellor and Trustee Travel and Trustee Compensation**  
Approve annual individual travel expenditures of the chancellor and trustees and approve report of all district compensation received by each trustee during the 2018-19 fiscal year.
- 6.2 **Irvine Valley College: Consideration of Sabbatical Reimbursement Exception**  
Approve the sabbatical reimbursement exception in the amount of \$1,598.43.
- 6.3 **SOCCCD: Saddleback College Extended Learning Facility Use Agreement with Capistrano Valley Unified School District (CUSD)**  
Approve the Off-Site Facility Use Agreement with the Capistrano Valley Unified School District for a five-year total of \$346,500 for the use of facilities from July 1, 2019 through June 30, 2024.
- 6.4 **SOCCCD: Study Abroad Program to Santander, Spain, from July 3, 2020 to August 2, 2020**  
Approve the Saddleback College study abroad program Spanish Language Studies in Santander, Spain in the summer of 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.
- 6.5 **SOCCCD: Study Abroad Program to Salamanca, Spain, from February 14, 2020 to April 25, 2020**  
Approve the Saddleback College study abroad program Spanish Language Studies in Salamanca, Spain in the spring of 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.
- 6.6 **SOCCCD: Study Abroad Program to Southeastern Brazil from July 27, 2020 to August 8, 2020**  
Approve the Saddleback College study abroad program to Southeastern Brazil from July 27, 2020 to August 8, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with WorldStrides for coordinating all travel agreements.
- 6.7 **SOCCCD: Saddleback College Gateway Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, C.E.M. LAB Corp.**  
Approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with C.E.M. LAB Corp. for the Saddleback College Gateway Building project in the amount of \$290,000.
- 6.8 **SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 6, PCL Construction Services, Inc.**

Approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$363,354, for a revised contract total of \$53,627,030 and a revised contract completion date of September 29, 2019.

**6.9 SOCCCD: Study Abroad Program to London, England, from July 21, 2020 to July 29, 2020**

Approve the Saddleback College study abroad program History of Graphic Design with study abroad component in London, England for July 21, 2020 to July 29, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with American Institute for Foreign Study (AIFS) for coordinating all travel agreements.

**6.10 SOCCCD: Study Abroad Program to Oxford, England, from March 12, 2020 to May 15, 2020**

Approve the Saddleback College Study Abroad Program to Oxford, England, for March 12, 2020 to May 15, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements.

**6.11 SOCCCD: Amendment No. 2 to Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)**

Approve the Amendment No. 2 to the Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD and authorize its execution and issuance of the final payment to Fidelity National Title Company by the Chancellor or Vice Chancellor, Business Services.

**6.12 SOCCCD: Irvine Valley College Fine Arts Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, Ninyo & Moore Geotechnical and Environmental Sciences Consultants**

Approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants for the Irvine Valley College Fine Arts Building project in the amount of \$299,612.

**6.13 SOCCCD: CCFS-311 Annual Financial and Budget Report**

Approve the annual CCFS-311 report as listed.

**6.14 SOCCCD: Sign Language Interpreting and Closed Captioning Services, Independent Contractor Agreements for Task Orders, Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.**

Approve the Independent Contractor Agreements for Task Orders with

Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.

- 6.15 **SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board, BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Records Retention and Destruction, BP- 4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-5210 Enrollment Priorities, BP-5616 Attendance**

Accept for review and study the board policies as listed.

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

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

- 6.17 **SOCCCD: Faculty Conversion to Canvas One – Time Stipends**

Ratify Additional Compensation: Canvas Conversion-General Fund

- 6.18 **SOCCCD: Classified Personnel Actions – Regular Items**

Ratify New Personnel Appointments, Authorization to Establish and Announce (A) Classified Position(s), Reorganization/Reclassification, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year on (A) Classified Position(s), Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours Per Fiscal Year), Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, Etc., Resignation/Retirement/Conclusion of Employment.

- 6.19 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**

Ratify New Personnel Appointments, Volunteers.

## **7.0 REPORTS**

- 7.1 **SOCCCD: 2020 Teacher of the Year Recognition Ceremony**

Information on OC Teachers of the Year program. The honorees from SOCCCD are Michael Hoggatt, Learning Disabilities Instructor from Saddleback College and Benjamin Mis, Psychology Instructor from Irvine Valley College.

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

None

- 7.3 **Saddleback College and Irvine Valley College: Speakers**

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

- 7.4    **SOCCCD: Facilities Plan Status Report.**  
Report on the status of major capital projects.
- 7.5    **SOCCCD: Monthly Financial Status Report.**  
The reports display the adopted budget, revised budget and transactions through July 31, 2019 and August 31, 2019.
- 7.6    **SOCCCD: Retiree (OPEB) Trust Fund.**  
Report for period ending August 31, 2019.

## **8.0    REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

## **9.0    ADDITIONAL ITEMS**

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

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

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Minutes from:

August 19, 2019 Special Meeting of the Board of Trustees (Exhibit A) and  
August 26, 2019 Regular Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
CHANCELLOR'S CONFERENCE ROOM - HS 324  
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING  
August 19, 2019**

**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, Member

Also present for the duration of the meeting were:

Kathleen F. Burke, Chancellor  
Denice Inciong, District Director Research, Planning and Data Management  
Daniel Iacofano, President/CEO, MIG  
Mark Sillings, Project Manager, MIG

**CALL TO ORDER: 3:30 P.M.**

**1.0 PROCEDURAL MATTERS**

**1.1 Call To Order**

The meeting was called to order at 3:34 p.m.

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

No public comments.

**2.0 DISCUSSION ITEMS**

**2.1 Board members will review the progress of the Education Master and Strategic Plans (EMSP) for the District.**

Chancellor Burke welcomed the Board of Trustees and MIG consultants and gave a brief status overview of the EMSP. Dr. Burke noted that this is an opportunity for the board members to give input on the process before the final plan is presented to the Board for approval in December or early January.

## **EMSP Project Status**

The consultants reviewed the status of the Education Master and Strategic Plans (EMSP) with the board members. The first two phases of the project have been completed and the third phase is due to be completed by December. The consultant emphasized that this planning process is necessary for the District and both colleges to understand and meet the educational needs of our community. The strategic and master planning process is a way of articulating the District's vision for student success and achievement and supports the colleges in developing their education master plans.

## **Board Study Session I Recap**

The potential district-wide initiatives from the first board study session conducted on March 26, 2019 were reviewed. The Board of Trustees recommended the following initiatives:

1. Enrollment
  - Investigate the potential to attract more international students
  - Address adult education
  - Boost enrollment by attracting nontraditional students
2. Facilities
  - Initiate efforts to fulfill the promise of the ATEP campus
  - Explore the feasibility of facilitating housing arrangements for students.
  - Streamline facility development process.
  - Investigate P3 development model to provide needed facilities.
3. Career Education
  - Work with major employers on contract education
  - Ensure curriculum is aligned throughout the district.
  - Implement a collaborative approach to regional workforce development.

## **EMSP Development Events**

A summary of the Draft Environmental Scan was provided. The Environmental Scan will inform the EMSP by identifying existing and projected future conditions that will affect program delivery. It highlights internal and external trends, including population demographics, employment projections, and college success rates.



A district-wide planning charrette took place on Friday, April 5 from 8:30-3:30 p.m. at the Hills Hotel in Laguna Hills. Over 80 representatives from both colleges and district services attended the event and worked together to articulate the major priorities of the colleges and district. The group was divided into major areas based on the initial internal scans MIG conducted earlier in the spring. Participants were led through activities to flesh out important areas for the district to consider in the next strategic plan. MIG took the work from the planning charrette and organized the discussions into major strategic themes. Consultant Daniel Iacofano reviewed the emerging themes that resulted from the charrette.

- A. Adopt a wider array of **teaching and learning approaches** to respond to student trends
- B. **Prepare students** to achieve their learning goals and successfully complete their educational programs in reasonable time
- C. **Align our programs** throughout the district with current and long-term labor market needs
- D. **Ensure equity** by identifying and mitigating factors that contribute to disproportionate impacts among different student populations.
- E. **Strategize enrollment** by carrying out a district-wide, pro-active response to demographic decline in traditional (18-24) students
- F. **Expand and modernize college facilities and infrastructure as** determined by program requirements and student needs
- G. **Improve organizational effectiveness**, internal communication, collaboration and decision-making within each college through greater transparency and inclusiveness
- H. **Expand and enhance partnerships** with K-12 school districts, local business community, local cities, and 4-year institutions
- I. **Raise the profile** of each of the colleges based on a new vision of what is required of community colleges in the 21<sup>st</sup> century.
- J. **Strengthen the relationships** between IVC, SC, and the District by pursuing opportunities to collaborate on shared goals

The District-wide Integrated Planning Committee made refinements after the charrette and examined the EMSP emerging themes in the context of:

- Guided Pathways
- Vision for Success
- District-Wide and College Strategic Plans 2014-2020

This work enabled the District-wide Planning Council (DWPC) to reconfigure themes in the form of five district-wide goals.

### **Draft District-wide Strategic Plan Framework**

- Goal 1: Ensuring Student Equity & Closing the Achievement Gap
- Goal 2: Transforming Lives Through Learning and Achievements

- Goal 3: Maintaining Our Commitment to Continuous Learning, Innovation and Student Support
- Goal 4: Engaging with the Community to Advance Regional Economic Development
- Goal 5: Optimizing Our Institutional Design and Structure

The development of the five strategic plan goals was also guided by the board of trustees' goals which align with the state chancellor's Vision for Success Goals. The draft strategic goals are the core priorities that will guide the next District-wide Strategic Plan 2020-2025. The draft plan that included the five main goals, supporting objectives, measurable targets was distributed to the board members.

The Draft District-wide Strategic Plan represents a joint effort that stemmed from multiple planning events and meetings facilitated by MIG from February to May that included a broad representation of constituent groups including administrators, managers, faculty, and students. The five district-wide goals are the backbone of the planning process and will be the foundation for the education master plans.

### **Moving Forward**

Daniel Iacofano discussed the next steps and emphasized that this meeting with the board is to not only update them on the progress of the plans, but to ensure that the priorities and goals of the board are represented. The meeting is to confirm and validate the draft plan reflects important priorities of the board.

The board asked how the colleges prioritize funding. The chancellor informed the Board that as the colleges work on their program reviews, they will do an annual update that will prioritize the resources they believe they need to achieve the five strategic plan goals. District services will not dictate to the colleges what they need to prioritize. The colleges will have to meet the vision for success goals or make improvements related to the Student Centered Funding Formula.

The district-wide strategic plan goal and objectives will be incorporated into the colleges' strategic plan and education master plan. District services will incorporate and prioritize the district-wide strategic plan goals in their administrative unit review process.

The next step in the planning process is the draft strategic plan will be reviewed and finalized over the next month. The colleges will utilize the strategic plan priorities and the environmental scan to develop the individual college master plan which will help guide the development of the college facilities master plan. The facilities master plans will be developed later this fall.

During the fall semester, MIG will be facilitating meetings to review and refine the plans. The next DWPC is scheduled in mid-September. Daniel asked the board members to share any other priorities they feel should be addressed in the planning documents.

Board discussion centered on the following priorities:

- ATEP and potential partners from public-private partnerships.
- Marketing to international students, adult education, non-traditional students and outlining specific efforts to counter future decline in enrollment.
- Increase marketing by promoting the Promise Program which should involve outreach to the counselors at high schools, middle and elementary schools. The target audience should be the parents. This was described as a strategy for increasing enrollment.
- In terms of career education, the Board asked if enough is being done with major employers. A suggestion was to increase partnerships with local and private businesses.
- Board members expressed interest in what is currently being done at the colleges in terms of business partnerships. The chancellor recommends to any board member who is interested, to submit a request for a board report.

### **Next Steps:**

The consultants will work on finalizing the district-wide strategic plan, develop the education master plan program analysis for review at the colleges, and coordinate any needs of facilities and technology plans.

The development of the Draft College Education Master Plans will begin in September.


The Draft College Education Master Plans will be reviewed in October: IVC and SC campus outreach.

The District Wide Planning Council will review the final District-wide Strategic Plan and Colleges' Education Master Plans in November.

The Board will adopt the final plans in December or early January.

### **ADJOURNMENT**

The meeting adjourned at 5:28 p.m.



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Kathleen F. Burke  
Secretary, Board of Trustees

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING  
August 26, 2019**

**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, Member  
Martha Uriarte, Student Member

**ABSENT**

**Administrative Officers:**

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

**CALL TO ORDER: 4:30 P.M.**

**1.0 PROCEDURAL MATTERS**

- 1.1 Call to Order
- 1.2 Public Comments

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

No public comments.

**RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:**

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

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (6 matters)

**1.4 Conference with Labor Negotiators (Government Code Section 54957.6)**

A. Faculty Association (FA)

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

Classified School Employees Association (CSEA)

B.

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

C. Police Officers Association (POA)

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

**1.5 Conference with Real Property Negotiators (GC Section 54956.8)**

A. Exchange of Property

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

**Lease of Property by District: Approximately 10 acres of real property located at 1602 Valencia Ave. Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)**

**Negotiating Parties: Spring Education Group and Advantech Corporation**

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

**1.6 Conference with Legal Counsel (Government Code Section 54956.9)**

A. Anticipated Litigation (Government Code Section 54956.9(d)(2).)

**Significant exposure to litigation: 1 potential case**

B. Existing Litigation (Government Code Section 54956.9 (d)(1).)

**3 cases**

**RECONVENE OPEN SESSION: 6:30 P.M.**

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

On a 7 to 0 vote, the board took action, in closed session, to approve the settlement of Cybele Rowe vs. South Orange County Community College District, an unlawful discrimination claim alleging retaliation and discrimination and harassment based on age, sex and national origin. The District agrees to pay the sum of \$17,500 in exchange for dismissal of plaintiff's claims with prejudice and a release and waiver of all known and unknown claims.

On a 7 to 0 vote, the board took action, in closed session, to approve the settlement of Omar Yunes vs. South Orange County Community College District, an unlawful discrimination claim alleging discrimination and harassment based on age and national origin. The District agrees to pay the sum of \$20,000.00 in exchange for dismissal of plaintiff's claims with prejudice and a release and waiver for all known and unknown claims.

**2.2 Invocation**

**Led by Trustee Marcia Milchiker**

**2.3 Pledge of Allegiance**

**Led by Trustee T.J. Prendergast**

**2.4 Public Comments**

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

### **3.0 REPORTS**

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

- A. Board Reports**
- B. Chancellor's Report**

#### **Written Report**

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

#### **Irvine Valley College Written Report**

#### **Saddleback College Written Report**

- D. Associated Student Government Reports**
- E. Board Request(s) for Reports**

### **4.0 DISCUSSION ITEMS**

#### **4.1 SOCCCD: FY 2019-2020 District Adopted Budget**

**The FY 2019-2020 Adopted Budget will be presented by district and college staff.**

**Item 4.1**  
**Exhibit A**

#### **4.2 SOCCCD: Irvine Valley College and Saddleback College: FY 2019-2020 Adopted Student Government Budgets**

**The ASIVC and SC ASG adopted budgets for FY 2019-2020 will be presented by college student government representatives and college staff.**

**Item 4.2**  
**Exhibits A-B**

#### **Extend Meeting until 9:30 p.m.**

On a motion made by Timothy Jemal and seconded by David B. Lang this item was approved on a 7 - 0 vote.

### **5.0 CONSENT CALENDAR ITEMS**



5.1 SOCCCD: Board of Trustees Meeting Minutes

**Approve minutes of a Regular Meeting held on July 15, 2019 and a Special Meeting held on July 16, 2019.**

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

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

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

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

5.3 SOCCCD: Irvine Valley College Parking Lot 10 Resurfacing Project, Notice of Completion, Arrow Parking Lot Service, Inc.

**Authorize filing the Notice of Completion for the Irvine Valley College Parking Lot 10 Resurfacing project to Arrow Parking Lot Service, Inc., for a final contract amount of \$77,900.**

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

5.4 Saddleback College: Revised Curriculum for the 2020-21 Academic Year

**Approve the proposed curriculum changes for the 2020-21 academic years at Saddleback College.**

[Item 5.4](#)  
[Exhibits A-B](#)

5.5 Saddleback College and Irvine Valley College: Speakers

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

[Item 5.5](#)  
[Exhibit A](#)

5.6 SOCCCD: Student Out of State Travel

**Approve the college student out of state travel for the participants, dates, locations and costs.**

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

5.7 SOCCCD: Transfer of Budget Appropriations

**Ratify the transfer of budget appropriations as listed.**

[Item 5.7](#)  
[Exhibit A](#)

5.8 SOCCCD: Budget Amendment: Adopt Resolution No. 19-19 to Amend FY 2018-2019 Adopted Budget

**Adopt Resolution No. 19-19 to amend the FY 2018-2019 Adopted Budget.**

[Item 5.8](#)  
[Exhibit A](#)

5.9 SOCCCD: June and July 2019 Change Orders / Amendments

**Ratify the change orders and amendments as listed.**

[Item 5.9](#)  
[Exhibits A-H](#)

5.10 SOCCCD: Purchase Orders and Checks

**Ratify the purchase orders and checks as listed.**

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

5.11 SOCCCD: Contracts

**Ratify contracts as listed.**

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

On a motion made by James R. Wright and seconded by Terri Whitt this item was approved on a 7 - 0 vote.

**6.0 GENERAL ACTION ITEMS**

[6.1 SOCCCD: Conduct a Public Hearing - Proposed Budget of the District for FY 2019-2020](#)

**The Board of Trustees will conduct a public hearing on the Proposed Budget for FY 2019-2020.**

[Item 6.1](#)

Board President Prendergast called for a Public Hearing in order to provide the public an opportunity to express opinions about the proposed 2019-2020 budget. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

[6.2](#)     [SOCCCD: Adopted Budget for Fiscal Year 2019-2020](#)

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

**Approve the FY 2019-2020 Adopted Budget and the EPA spending plan as presented.**

[Item 6.2](#)  
[Exhibit A](#)

[6.3](#)     [SOCCCD: ATEP - Enter into a Grant of Easement to Irvine Ranch Water District \(IRWD\)](#)

**The Board of Trustees will conduct a public hearing in order to determine if the terms of the Grant of Easement to Irvine Ranch Water District are in the best interest of the District.**

[Item 6.3](#)

[6.4](#)     [SOCCCD: ATEP Phase 1 Site - Adopt Resolution No.19-17 and Enter into a Grant of Easement to Irvine Ranch Water District \(IRWD\)](#)

On a motion made by David B. Lang and seconded by James R. Wright this item was approved on a 7 - 0 vote.

**Adopt Resolution No. 19-17 to authorize entering into a Grant of Easement to Irvine Ranch Water District (IRWD) over portions of the Advanced Technology and Education Park (ATEP) Phase 1 Site for utility purposes.**

[Item 6.4](#)  
[Exhibits A-B](#)

[6.5](#)     [SOCCCD: Conduct a Public Hearing - Certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act](#)

**The Board of Trustees will conduct a public hearing on the certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College.**

[Item 6.5](#)  
[Exhibit A](#)

6.6 SOCCCD: Saddleback College ATAS Building Project, Adopt Resolution No. 19-18, Certification of Addendum No. 02 to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College Pursuant to the California Environmental Quality Act

On a motion made by Timothy Jemal and seconded by David B. Lang this item was approved on a 7 - 0 vote.

**Adopt Resolution No. 19-18, certification of Addendum No. 02 dated July 2019, to the Program Environmental Impact Report for the 2011 Facilities Master Plan for Saddleback College and Irvine Valley College, pursuant to the California Environmental Quality Act**

Item 6.6  
Exhibits A-B

6.7 SOCCCD: Saddleback College Advanced Technology and Applied Sciences (ATAS) Building Design-Build Project, Change Order No. 1, McCarthy Building Companies, Inc.

On a motion made by David B. Lang and seconded by Terri Whitt this item was approved on a 7 - 0 vote.

**Approve Change Order No. 1 for the Saddleback College Advanced Technology and Applied Sciences (ATAS) Building project and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc., resulting in an increase of \$4,126,442, for a revised contract total of \$53,013,487.**

Item 6.7  
Exhibit A

6.8 SOCCCD: Irvine Valley College Fine Arts Building Project, Architectural Services, DLR Group, Inc.

On a motion made by David B. Lang and seconded by James R. Wright this item was approved on a 7 - 0 vote.

**Approve the Architectural Services agreement with DLR Group, Inc. for the Irvine Valley College Fine Arts Building project, in the amount of \$2,750,000.**

Item 6.8  
Exhibits A-B

6.9 SOCCCD: Irvine Valley College Student Services Center Renovation Project, Architectural Services, M. Arthur Gensler DBA Gensler

On a motion made by Timothy Jemal and seconded by David B. Lang this item was approved on a 7 - 0 vote.

**Approve the Architectural Services agreement with M. Arthur Gensler DBA Gensler for the Irvine Valley College Student Services Center Renovation project, in the amount of \$1,870,000.**

[Item 6.9](#)  
[Exhibits A-B](#)

[6.10](#) [Irvine Valley College: International Student Travel, 2020 International Choral Program Tour, Netherlands & Belgium](#)

On a motion made by James R. Wright and seconded by David B. Lang this item was approved on a 7 - 0 vote.

**Approve IVC 2020 International Choral Program Tour to the Netherlands and Belgium at a cost of \$3,679.80 per person, from July 13, 2020 to July 20, 2020.**

[Item 6.10](#)  
[Exhibit A](#)

[6.11](#) [SOCCCD: Saddleback College Stadium and Site Improvement Project, Construction Management Services Amendment No. 01, APSI Construction Management](#)

On a motion made by Barbara J. Jay and seconded by James R. Wright this item was approved on a 7 - 0 vote.

**[Extend the Meeting until 10:00 p.m.](#)**

On a motion made by Timothy Jemal and seconded by David B. Lang this item was approved on a 7 - 0 vote.

**Approve Amendment No. 01 to the Construction Management Services agreement with APSI Construction Management, increasing the contract amount by \$538,334 and a contract extension through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,647,852.**

[Item 6.11](#)  
[Exhibit A](#)

6.12    [SOCCCD: Saddleback College Stadium and Site Improvement Project, Material Testing and Inspection Services Amendment No. 02, C.E.M. Lab Corp.](#)

On a motion made by David B. Lang and seconded by James R. Wright this item was approved on a 7 - 0 vote.

**Approve Amendment No. 02 to the Material Testing and Inspection Services agreement with C.E.M. Lab Corp. increasing the contract amount by \$311,835, and extending the contract through July 31, 2020, for the Saddleback College Stadium and Site Improvement project, for a not to exceed amount of \$1,048,888.**

Item 6.12  
Exhibit A

6.13    [SOCCCD: Saddleback College Gateway Building Project, Architectural Services, Harley Ellis Devereaux \(HED\)](#)

On a motion made by David B. Lang and seconded by James R. Wright this item was approved on a 7 - 0 vote.

**Approve the Architectural Services agreement with HED for the Saddleback College Gateway Building project, in the amount of \$2,970,000.**

Item 6.13  
Exhibits A-B

6.14    [SOCCCD: Dual Enrollment SOCCCD \(Saddleback College\) - Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2019- Amendment](#)

On a motion made by David B. Lang and seconded by Barbara J. Jay this item was approved on a 7 - 0 vote.

**Approve amendment to the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College & Career Access Pathways Partnership Agreement for the fall 2019 term.**

Item 6.14  
Exhibit A

6.15    [SOCCCD: Grant Acceptance - Irvine Valley College Innovation and Effectiveness Grant Agreement](#)

On a motion made by David B. Lang and seconded by Timothy Jemal this item was approved on a 7 - 0 vote.

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

[Item 6.15](#)  
[Exhibits A-C](#)

[6.16](#)    [SOCCCD: Agreement for Software Development Services, Neudesic, LLC](#)  
\_\_\_\_\_

On a motion made by David B. Lang and seconded by Terri Whitt this item was approved on a 7 - 0 vote.

**Approve the work order with Neudesic, LLC for an amount not to exceed \$785,000 for the term of September 1, 2019 through December 31, 2019.**

[Item 6.16](#)  
[Exhibit A](#)

[6.17](#)    [SOCCCD: Award of Contract for Consultancy Services for the District and Colleges' Facilities Master Plan Development, M. Arthur Gensler DBA Gensler](#)  
\_\_\_\_\_

On a motion made by Barbara J. Jay and seconded by David B. Lang this item was approved on a 7 - 0 vote.

**Approve award of the contract to M. Arthur Gensler DBA Gensler to provide consultancy services for the District and Colleges' Facilities Master Plan Development, for a cost not to exceed \$677,000 for a contract period of August 27, 2019 through December 31, 2020.**

[Item 6.17](#)  
[Exhibits A-B](#)

[6.18](#)    [SOCCCD: Award of Contract for Vending and Pouring Rights for Beverage Products District-wide, Bottling Group, LLC, DBA Pepsi Beverages Company](#)  
\_\_\_\_\_

On a motion made by David B. Lang and seconded by Terri Whitt this item was approved on a 7 - 0 vote.

**Approve award of the contract to Bottling Group, LLC, DBA Pepsi Beverages Company to provide vending and pouring rights for beverage products District-wide, at no cost to the District, for a contract period of July 1, 2019 through June 30, 2024.**

[Item 6.18](#)  
[Exhibits A-B](#)

[6.19](#)    [SOCCCD: Conduct a Public Hearing - District Initial Proposal to Faculty Association \(FA\)](#)  
\_\_\_\_\_

**The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal to SOCCCD Faculty Association for the purpose of negotiations, pursuant to Government Code Section 3547 (c).**

[Item 6.19](#)

[6.20](#)    [SOCCCD: Adoption of SOCCCD District Initial Proposal to Faculty Association \(FA\)](#)  
\_\_\_\_\_

On a motion made by Timothy Jemal and seconded by Barbara J. Jay this item was approved on a 7 - 0 vote.

**Approve the District's initial proposal to the Faculty Association for Article 30.8.**

[Item 6.20](#)  
[Exhibit A](#)

[6.21](#)    [SOCCCD: Academic Employee and Classified Administrator Personnel Actions - Regular Items](#)  
\_\_\_\_\_

On a motion made by James R. Wright and seconded by Barbara J. Jay this item was approved on a 7 - 0 vote.

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

[Item 6.21](#)  
[Exhibit A](#)

[6.22](#)    [SOCCCD: Faculty Conversion to Canvas One - Time Stipends](#)  
\_\_\_\_\_



On a motion made by Barbara J. Jay and seconded by James R. Wright this item was approved on a 6 - 1 vote.

**Ratify Additional Compensation: Canvas Conversion-General Fund.**

[Item 6.22](#)  
[Exhibit A](#)

**6.23 SOCCCD: Classified Personnel Actions - Regular Items**

On a motion made by James R. Wright and seconded by Barbara J. Jay this item was approved on a 7 - 0 vote.

**Ratify New Personnel Appointments, Authorization to Eliminate (A) Classified Position(S) and/or position Number(s), Authorization to Establish and Announce (A) Classified Position, Reorganization/Reclassification, Out of Class Assignments - for positions that are vacant during recruitment for permanent appointments (limited to 960 hours per fiscal year), Out of Class Assignments - for positions that are temporarily available due to leaves of absence, etc., Resignation/Retirement/Conclusion of Employment.**

[Item 6.23](#)  
[Exhibit A](#)

**6.24 SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items**

On a motion made by Barbara J. Jay and seconded by Terri Whitt this item was approved on a 7 - 0 vote.

**Ratify New Personnel Appointments, Volunteers.**

[Item 6.24](#)  
[Exhibit A](#)

**7.0 REPORTS**

**7.1 Saddleback College and Irvine Valley College: Speakers**

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

[Item 7.1](#)  
[Exhibit A](#)

[7.2](#)     [SOCCCD: Staff Response to Public Comments from Previous Board Meeting](#)

**None**

[Item 7.2](#)

[7.3](#)     [SOCCCD: Facilities Plan Status Report.](#)

**Report on the status of major capital projects.**

[Item 7.3](#)

[Exhibit A](#)

[7.4](#)     [SOCCCD: Quarterly Investment Report.](#)

**Report for period June 30, 2019.**

[Item 7.4](#)

[7.5](#)     [SOCCCD: Basic Aid.](#)

**Report for period ending July 31, 2019.**

[Item 7.5](#)

[Exhibit A](#)

[7.6](#)     [SOCCCD: Retiree \(OPEB\) Trust Fund.](#)

**Report for period ending June 30, 2019.**

[Item 7.6](#)

[Exhibit A](#)

[7.7](#)     [SOCCCD: Pension Stabilization Trust Fund.](#)

**Report for period ending June 30, 2019.**

[Item 7.7](#)

[Exhibit A](#)

## **8.0**     **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

- A.     Saddleback College Academic Senate
- B.     Faculty Association
- C.     Irvine Valley College Academic Senate

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

**9.0 ADDITIONAL ITEMS**

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

The meeting adjourned at 9:36 p.m.



Kathleen F. Burke  
Secretary, Board of Trustees

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

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Board Resolutions are presented as a formal recognition by the board honoring extraordinary achievements such as board service, national and/or state championships as well as to those who have provided honorable, extraordinary, lasting contributions to students, the community or education. In addition, the Board recognizes and adopts resolutions in support and promotion of programs, initiatives and policies designed to instill values associated with community and inclusion.

There is one resolution being submitted to the board for approval this month.

Resolution in Support of Undocumented Student Action Week, October 14-18, 2019.



# RESOLUTION

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
September 23, 2019

## Undocumented Student Action Week October 14 – 18, 2019

**WHEREAS**, the South Orange County Community College District is committed to providing an open and welcoming environment for all students, regardless of ethnicity, religion, national origin, immigration status, age gender, language, socio-economic status, gender identity or expression, medical condition or disability; and

**WHEREAS**, the California Community Colleges have advocated to Congress and the Administration to preserve Deferred Action for Childhood Arrivals (DACA) and respect the contributions of undocumented immigrants each legislative session since 2017; and

**WHEREAS**, numerous community colleges reflecting the diversity of California have adopted policies and procedures consistent with protecting immigrant students and created partnerships with community organizations to help our undocumented students access legal assistance and other services in local communities; and

**WHEREAS**, the South Orange County Community College District, in partnership with the California Community Colleges Chancellor's Office, the Community College League of California, the Faculty Association of California Community Colleges, the Student Senate of California Community Colleges, and other organizations, support Undocumented Student Action Week, October 14-18, 2019, a week of activities to raise awareness of campus-based support for undocumented students; and

**WHEREAS**, despite efforts by the South Orange County Community College District and many other individuals and organizations in California and across the nation, the preservation of DACA and the adoption of an effective solution for undocumented students remains elusive, which places continued economic and emotional weight on students, their families, communities, and the state; therefore, be it

**RESOLVED**, that the South Orange County Community College District Board of Trustees declare October 14-18, 2019, as "Undocumented Student Action Week" to work in partnership with other organizations and encourage activities that support undocumented students; and be it further

**RESOLVED**, that the South Orange County Community College District is renewing its commitment to actions that raise awareness about opportunities for all Californians to enroll and succeed in postsecondary education, and is providing information specific to the undocumented student population about community college support services as well as external services and resources; and therefore, be it further

**RESOLVED**, that the South Orange County Community College District urge Congressional members to uphold California values and create a pathway to citizenship for undocumented students, which will permit them to achieve their highest potential.

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T.J. Prendergast III, President

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James R. Wright, Clerk

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David B. Lang, Member

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Terri Whitt Rydell, Member

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Kathleen F. Burke, Chancellor

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Timothy Jemal, Vice President

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Barbara J. Jay, Member

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Marcia Milchiker, Member

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Martha Uriarte, Student Member



**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

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

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

Saddleback College proposes revisions to the curriculum of the College for the 2019-20 and 2020-21 academic years. Exhibit A includes new and revised courses and Exhibit B includes a revised program for academic year 2019-20. Exhibit C includes revised and deleted courses and Exhibit D includes new, revised, and deleted programs for academic year 2020-21. The new, revised, and deleted curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-20 and 2020-21 academic years at Saddleback College as listed in Exhibits A, B, C, and D.

SADDLEBACK COLLEGE  
NEW AND REVISED COURSES  
ACADEMIC YEAR 2019-2020

Exhibit A  
Page 1 of 1

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
KNES	KNES 72	675150.05	BEGINNING SOCCER	cat desc, sch desc
KNES	KNES 72	675150.10	BEGINNING SOCCER	cat desc, sch desc
KNES	KNES 73	675150.15	ADVANCED SOCCER	cat desc, sch desc
KNES	KNES 73	675150.20	ADVANCED SOCCER	cat desc, sch desc
KNES	KNES 675 (175)	675151.05	FUTSAL-INDOOR SOCCER	nc, 1 unit/0.5 hr lec/1.5 hrs lab/0 hr lrng cntr, non-repeatable

SADDLEBACK COLLEGE  
REVISED PROGRAM  
ACADEMIC YEAR 2019-2020

**Current  
Fashion Technology  
Occupational Skills Award**

The Fashion Technology Occupational Skills Award prepares students with skills and experience in the latest fashion technologies. This award is focused both on students entering into the fashion industry for the first time and students who are already fashion professionals who need to upgrade skills for career advancement and retention. Upon completion of this skills award students may acquire positions as: **Fashion Designer or assistant designer, technical designer, textile surface designer, fashion web store designer, fashion entrepreneur, product development, apparel information manager, pattern maker, pattern grader, pattern marker maker, fashion CAD designer, fashion buyer, technology trainer** for fashion industry and fashion merchandiser.

**Required Courses**

Course ID	Title	Units
FASH 131*	CAD Patternmaking with Tukatech	3
FASH 204	Understanding Apparel Principles-AIMS Certification	1
FASH 225	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
FASH 260*	The Digital Fashion Image	2
FASH 254	Fashion in Southern California	1
or		
FASH 207	Eco-Friendly Fashion Tour	1
FASH 145*§	Internship	1
or		
BUS 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
<b>Total Units for the Award</b>		<b>10</b>

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

†Recommended to be taken in last semester of program.

§Must be taken concurrently with CWE 180\*

**Revised  
Fashion Technology  
Occupational Skills Award**

The Fashion Technology Occupational Skills Award prepares students with skills and experience in the latest fashion technologies. **Students will gain competencies in the following areas: Tukatech CAD pattern making and grading, digital illustration with programs such as Adobe Illustrator and Photoshop and online retail platforms such as Shopify and Apparel Cart, creation of specification sheets with Excel and Illustrator, and professional certification in Apparel Information Management Systems (AIMS).** This award is focused both on students entering into the fashion industry for the first time and students who are already fashion professionals who need to upgrade skills for career advancement and retention. Upon completion of this skills award students may acquire positions as: assistant **designers**, technical **designers**, textile surface **designers**, fashion web store **designers**, fashion **entrepreneurs**, product **developers**, apparel information **managers**, pattern **makers**, pattern **graders**, pattern marker **makers**, fashion CAD **designers**, fashion **buyers**, technology **trainers** for **the** fashion industry, and fashion **merchandisers**.

**Program Student Learning Outcomes**

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

- **Produce a professional portfolio showcasing their skills related to fashion technology. This portfolio will increase job opportunities in the field as well as promotion for those already employed.**
- **Successfully complete an industry internship including the completion of three individual goals/objectives as determined by themselves and an industry supervisor. Internships give students work experience desirable in job applicants.**
- **Create a professional resume showcasing their skills related to fashion technology. This will increase job opportunities in the field as well as promotion for those already employed.**

**Required Core**

Course ID	Title	Units
<b>FASH 130*</b>	<b>Flat Pattern Design</b>	<b>4</b>
FASH 131*	CAD Patternmaking with Tukatech	3
FASH 204	Understanding Apparel Principles-AIMS Certification	1
FASH 225	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
FASH 155*	The Digital Fashion Image	2
FASH 254	Fashion in Southern California	1
or		
FASH 207	Eco-Friendly Fashion Tour	1
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
<b>Total Units for the Award</b>		<b>14</b>

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

†Recommended to be taken in last semester of program.

§Must be taken concurrently with CWE 180\*.



SADDLEBACK COLLEGE  
REVISED AND DELETED COURSES  
ACADEMIC YEAR 2020-2021

Exhibit C  
Page 1 of 3

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	CWE 180	429992.00	CO-OP-ED ELECTR TECH	txt
ATAS	CWE 180	429993.00	CO-OP-ED ELECTR TECH	txt
ATAS	CWE 180	433356.00	CO-OP-ED-HORT & LAND	txt, retaining rpt 1 time
ATAS	CWE 180	429973.00	CO-OP-ED-TRAVEL MGMT	cat desc, sch desc, txt
ATAS	FASH 101	429545.00	INTRO TO FASH CAREERS	cat desc, sch desc, SLOs, txt
ATAS	FASH 130	162220.00	FLAT PATTERN DESIGN	txt
ATAS	FASH 131	198263.00	TUKATECH: CAD PATTERN	sr
ATAS	FASH 140	162270.00	FASHION IMAGE	cat desc, sch desc, SLOs, txt

SADDLEBACK COLLEGE  
REVISED AND DELETED COURSES  
ACADEMIC YEAR 2020-2021

Exhibit C  
Page 2 of 3

ATAS	FASH 141	429273.00	APPAREL SELECTION	cat desc, sch desc, SLOs, txt
ATAS	FASH 219	198264.00	DRESSMAKING LAB	SLOs, txt
ATAS	FASH 220	198265.00	TAILOR'S LAB	txt
ATAS	FASH 234	162560.00	ADV.PATRN DESIGN TECH	txt
ATAS	FASH 251	992372.00	DESIGN CAUSE/SUSTAIN	txt
ATAS	ID 112	429806.00	BEG DRAFTING FOR ID	tps, lrng obj, SLOs, moe, assign, txt
ATAS	ID 114	429808.00	APPLIED COLOR-DESIGN	assign
ATAS	ID 115	429809.00	CAD FOR INT DES	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt, val
ATAS	ID 116	429810.00	ID PRODUCTS-MATERIALS	assign, txt
ATAS	ID 121	429811.00	SPACE PLANNING	cat desc, assign, txt, val
ATAS	ID 122	429812.00	HIST INT ARCH-FURN I	assign, txt
ATAS	ID 123	429814.00	INT DES ILLUSTRATION	lrng obj, SLOs, moe, assign, txt, val
ATAS	ID 125	429813.00	HIST INT ARCH-FURN II	assign, txt
ATAS	ID 132	429872.00	INT DES CODES & SPECS	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
ATAS	ID 133	429874.00	ID RENDER-RAPID VIZ	lrng obj, val
EL	AESL 701T	410041.00	BAS LITERACY ADULT ED	crs id fr AESL 701 <del>T</del> to AESL 701 <u>NC</u>
EL	AESL 702T	410042.00	BEG LOW: ADULT ESL	crs id fr AESL 702 <del>T</del> to AESL 702 <u>NC</u>
EL	AESL 703T	410043.00	BEG HIGH: ADULT ESL	crs id fr AESL 703 <del>T</del> to AESL 703 <u>NC</u>
EL	AESL 704T	410044.00	INT LOW: ADULT ESL	crs id fr AESL 704 <del>T</del> to AESL 704 <u>NC</u>
EL	AESL 705T	410045.00	INT HIGH: ADULT ESL	crs id fr AESL 705 <del>T</del> to AESL 705 <u>NC</u>
EL	AESL 706T	410046.00	ADV LOW - ADULT ESL	crs id fr AESL 706 <del>T</del> to AESL 706 <u>NC</u>
EL	AESL 707T	410047.00	ADV HIGH-ADULT ESL	crs id fr AESL 707 <del>T</del> to AESL 707 <u>NC</u>
EL	AESL 708T	410048.00	CIT PREP - ADULT ESL	crs id fr AESL 708 <del>T</del> to AESL 708 <u>NC</u>
EL	AEWD 771T	692151.00	MOBILITY SKILLS	crs id fr AEWD 771 <del>T</del> to AEWD 771 <u>NC</u>
EL	AEWD 772T	692152.00	INDEPENDENT LIVING SKILLS	crs id fr AEWD 772 <del>T</del> to AEWD 772 <u>NC</u>
EL	AEWD 773T	692153.00	JOB SKILLS	crs id fr AEWD 773 <del>T</del> to AEWD 773 <u>NC</u>
EL	AEWD 774T	692154.00	SELF ADVOCACY SKILLS	crs id fr AEWD 774 <del>T</del> to AEWD 774 <u>NC</u>
EL	AEWD 775T	692155.00	COMPUTER SKILLS LAB	crs id fr AEWD 775 <del>T</del> to AEWD 775 <u>NC</u>
EL	AEWD 781T	692156.00	PERSONAL SAFETY	crs id fr AEWD 781 <del>T</del> to AEWD 781 <u>NC</u>
EL	AEWD 782T	692157.00	BUDGETING AND BANKING	crs id fr AEWD 782 <del>T</del> to AEWD 782 <u>NC</u>
EL	AEWD 783T	692158.00	COMMUNICATE AT WORK	crs id fr AEWD 783 <del>T</del> to AEWD 783 <u>NC</u>
EL	AEWD 784T	692159.00	CRITICAL THINKING	crs id fr AEWD 784 <del>T</del> to AEWD 784 <u>NC</u>
FAMT	ARTH 25	96140.00	ART: ANCIENT-GOTHIC	cat desc, sch desc, txt
FAMT	CTVR 1	464010.10	MASS MEDIA & SOCIETY	sr
FAMT	CTVR 101	432311.00	VIDEO PRODUCTION	lrng obj, moe, assign, txt
FAMT	CTVR 104	992718.00	COLD READING	moe
FAMT	CTVR 108	992744.10	AUDIO STORYTELLING	dc
HS	EMT 207	992601.00	EMT PROCEDURES	tps, SLOs, txt
HS	EMT 207C	992624.00	EMT CLINICAL OBSERV	SLOs, txt
HS	EMT 210	386320.00	EMT REFRESHER COURSE	cat desc, sch desc, tps, lrng obj, SLOs, txt
KNES	KNES 402	675387.00	MYTHOLOGY OF YOGA	txt
KNES	KNES 403	675388.00	RESTORATIVE YOGA	txt
LA	JRN 1	464010.00	MASS MEDIA & SOCIETY	sch desc, SLOs

SADDLEBACK COLLEGE  
REVISED AND DELETED COURSES  
ACADEMIC YEAR 2020-2021

Exhibit C  
Page 3 of 3

LA	JRN 108	992744.00	AUDIO STORYTELLING	cat desc, sch desc, txt
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SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED PROGRAMS  
ACADEMIC YEAR 2020-2021

New  
**Academic Preparation for College  
Certificate of Competency**

The Academic Preparation for College Certificate of Competency is designed to help students improve their academic reading, writing, and study skills. The certificate consists of two sequential, non-credit courses with labs that are geared toward students who need to gain college level proficiency before attempting for-credit coursework. The lecture and lab classes focus on building students' reading comprehension, vocabulary, writing, time management, and study strategies while also providing individualized attention to help students gain confidence in their overall academic preparation.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Recognize and use different patterns of organization in college level expository writing.
- Use inference skills when reading college level expository writing.
- Recognize fragments and run-ons in an expository paragraph and work to avoid using them in writing.
- Demonstrate an increased knowledge of college-level vocabulary including Latin and Greek word parts.
- Recognize an improvement in their comprehension, critical thinking, and organization of written work.

**Required Core**

<i><u>Course ID</u></i>	<i><u>Title</u></i>	<i><u>Hours</u></i>
ENG 345NC*	Building Basic Reading Skills	49.8
<u>And</u>		
ENG 346NC*	Basic Reading Skills Lab	24.9
ENG 340NC*	Reading and Writing Skills for College	49.8
<u>And</u>		
ENG 341NC*	Reading Laboratory	24.9
Total Hours for the Certificate		149.4

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

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

**Current**  
**Adult Education**  
**English as a Second Language – Beginning**  
**Level Certificate of Competency**

The Adult Education in English as a Second Language (AESL) Certificate of Competency – Beginning Level is designed for students to demonstrate **basic English language skills**. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate effectively in everyday situations. Emphasis will focus on comprehending simple conversation, communicating survival needs, reading phrases and simple sentences, and performing communicative written tasks.

~~Students are placed within the following sequence of foundation courses according to their English abilities, and progress through this sequence. Courses may be offered days, evenings and weekends during fall, spring and summer. There are no enrollment limitations or prerequisites for the required courses.~~

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AESL 701 <del>F</del>	Basic Literacy	149.40
AESL 702 <del>F</del>	Beginning Low	149.40
AESL 703 <del>T</del>	Beginning High	149.40

~~Optional, supplemental courses in specialized topics (such as those listed below) may be taken along with foundation classes, to assist in student progress as needed. Students may consult with their instructor or counselor to determine the best courses to help achieve their learning goals.~~

ESL 322	Beginning Conversation	49.8
ESL 323*	Beginning Pronunciation	49.8
ESL 325*	Beginning Reading and Writing	49.8
Total Hours for the Certificate:		298.80 – 597.60

~~Students who earn the AESL Certificate of Competency – Beginning are eligible to take AESL Citizenship (708T), and may be prepared to enter the workplace.~~

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

The Adult Education English as a Second Language (AESL) Certificate of Competency – Beginning Level is designed for students to demonstrate **emerging literacy skills in English**. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate in everyday situations. Emphasis will focus on comprehending simple conversation, communicating survival needs, reading phrases and simple sentences, and performing communicative written tasks.

Students who complete AESL 701 Basic Literacy and AESL 702 Beginning Low with a passing noncredit grade of P in each course are eligible for the AESL Certificate of Competency- Beginning Level. There are no enrollment limitations or prerequisites for these courses. Students who earn the AESL Certificate of Competency - Beginning are eligible to take AESL Citizenship (AESL 708), and may be prepared to enter the workplace.

**Program Student Learning Outcomes**  
**Students who complete this program will be able to:**

- Identify and use appropriate language to get information or solve a problem
- Follow procedures for applying for a job, including interpreting and completing job applications
- Perform guided communication tasks and guided practical activities (write commands, write directions, write brief passages, etc.)
- Use factual information: ask for information, describe, express necessity, ask permission, agree, and disagree
- Use standard measurement for length, width, perimeter, area, volume, height or weight
- Interpret diagrams, illustrations and scale drawings
- Interpret medications, including prescriptions, over-the-counter and generic medications
- Interpret information about Orange County, such as cities, geographical features and points of interest in community
- Identify the U.S. flag, other national symbols and important monuments
- Recognize acceptable cultural norms in the United States and compare those of a different country

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AESL 701 <del>NC</del>	Basic Literacy	149.40
AESL 702 <del>TNC</del>	Beginning Low	149.40
Total Hours for the Certificate:		298.80

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

**Current**  
**Adult Education**  
**English as a Second Language – Intermediate**  
**– Advanced Level**  
**Certificate of Competency**

The Adult Education in English as a Second Language (AESL) Certificate of Competency–~~Intermediate~~–Advanced is designed for students to demonstrate ~~“Advanced Low”~~ English language skills. The goal of this level is to build reading, writing, listening, speaking, grammar, vocabulary and study skills, so that students can continue to communicate effectively in everyday situations, **plus** develop the language necessary to work toward career, personal and education goals (including preparation for credit courses).

~~Students are placed within the following sequence of core courses according to their English abilities and progress through this sequence. Courses may be offered days, evenings and weekends during fall, spring and summer. To enroll in these courses, students demonstrate the competencies from the AESL Beginning Certificate, or have taken the Beginning-level courses. There are no enrollment limitations or prerequisites for the required courses.~~

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AESL 704T	Intermediate Low	149.40
AESL 705T	Intermediate High	149.40
AESL 706T	Advanced Low	149.40

~~Optional, supplemental courses in specialized topics (such as those listed below) may be taken along with core classes, to assist in student progress as needed. Students may consult with their instructor or counselor to determine the best courses to help achieve their learning goals.~~

ESL 332*	Intermediate Conversation	49.8
ESL 333*	Intermediate Pronunciation	49.8
ESL 335*	Intermediate Writing I	49.8
ESL 336*	Intermediate Writing II	49.8
ESL 342*	Advanced Conversation	49.8
ESL 343*	Advanced Pronunciation	49.8
ESL 344*	Idioms and Expressions in American English	49.8
ESL 345*	Advanced Writing I	49.8
ESL 346*	Advanced Writing for Work	49.8
<b>Total Hours for the Certificate:</b>		<b>298.80 – 896.40</b>

~~Students who earn the AESL Certificate of Competency–Intermediate–Advanced are eligible to take AESL Citizenship (708T), and may be prepared to enter the Saddleback College ESL Program or CTE Job-preparation program (placement tests required for both).~~

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

**Revised**  
**Adult Education**  
**English as a Second Language**  
**— Advanced Level**  
**Certificate of Competency**

The Adult Education English as a Second Language (AESL) Certificate of Competency–Advanced Level is designed for students to demonstrate **low-advanced** English skills. The goal of this level is to build reading, writing, listening, speaking, grammar, vocabulary and study skills, so that students can continue to communicate effectively in everyday situations **and** develop the language necessary to work toward career, personal and education goals (including preparation for credit courses).

Students who complete AESL705 Intermediate High and AESL 706 Advanced Low with a passing noncredit grade of P in each course are eligible for the AESL Certificate of Competency–Advanced Level. There are no enrollment limitations or prerequisites for these courses. Students who earn the AESL Certificate of Competency - Advanced are eligible to take AESL Citizenship (708), and may be prepared to enter the Saddleback College ESL Program or CTE job-preparation program.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Understand face-to-face and telephone conversations in familiar and unfamiliar contexts
- Engage in social and interpersonal relations: approve or disapprove, express indifference and intentions, persuade, predict consequences
- Summarize and discuss multi-paragraph reading passages or audio-visual materials
- Write a short biography, personal letters, business letters and letters of complaint
- Interpret and critically assess information from online sources
- Interpret wages, wage deductions, benefits and timekeeping forms
- Identify factors that influence job retention and advancement
- Demonstrate an organized approach to achieving goals, including identifying and prioritizing tasks and setting and following an effective schedule
- Interpret information about educational support services, such as counseling, accommodations, and financial aid; identify ways to obtain access
- Recognize acceptable cultural norms in the United States and compare those of a different country

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AESL 705NC	Intermediate High	149.40
AESL 706NC	Advanced Low	149.40
<b>Total Hours for the Certificate:</b>		<b>298.80</b>

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

**Current**  
**Alcohol and Drug Studies**  
**Certificate of Achievement**

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Revised**  
**Alcohol and Drug Studies**  
**Certificate of Achievement**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

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

**Required Core Courses:**

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

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

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

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

**Required Courses:**

Course ID	Title	Units
HS 100*	Introduction to Human Services	3
<b>HS 101</b>	<b>Addiction Studies Counseling Skills</b>	<b>3</b>
<b>HS 105</b>	<b>Ethical Issues and Clients' Rights</b>	<b>3</b>
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social Environment	3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Society	3
HS 171	Substance Abuse – Intervention, Treatment and Recovery	3
HS 140	Group Leadership and Group Process	3
HS 172*	Physiological Effects and Pharmacology of Alcohol and Drugs	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 176*	Co-Occurring Disorders	3
<b>Restricted Electives:</b>		<u>3</u>
<b>Total Units for the Certificate:</b>		<b>40</b>

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

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

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



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

**Current**  
**Alcohol and Drug Studies**  
**Associate of Science**

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

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

The application process is competitive and completion of an application does not guarantee acceptance into the ~~HS-110~~ Fieldwork & Seminar I (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the ~~HS110~~ Fieldwork & Seminar I (Beginning Practicum) course may self-enroll in the ~~HS 150~~ Fieldwork & Seminar II (Advanced Practicum) course.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Revised**  
**Alcohol and Drug Studies**  
**Associate of Science**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

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

**Required Core Courses:**

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

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

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

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Required Courses:**

Course ID	Title	Units
HS 100*	Introduction to Human Services	3
<b>HS 101</b>	<b>Addiction Studies Counseling Skills</b>	<b>3</b>
<b>HS 105</b>	<b>Ethical Issues and Clients' Rights</b>	<b>3</b>
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social Environment	3
HS 140	Group Leadership and Group Process	3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Society	3
HS 171	Substance Abuse – Intervention, Treatment and Recovery	3
HS 172*	Physiological Effects and Pharmacology of Alcohol and Drugs	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 176*	Co-Occurring Disorders	3
<b>Restricted Electives:</b>		<b>3</b>
<b>Total Units for the Certificate:</b>		<b>40</b>

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

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

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**Current**  
**Community Based Corrections**  
**Certificate of Achievement**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Core Courses**

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

**Deleted**  
**Community Based Corrections**  
**Certificate of Achievement**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Core Courses**

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

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

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

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

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

SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED PROGRAMS  
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**Current**  
**Community Based Corrections**  
**Associate of Science**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Deleted**  
**Community Based Corrections**  
**Associate of Science**

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

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

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

**Program Student Learning Outcomes**

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

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

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**Core Courses**

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

**Complete one of the following courses (3 Units)**

**Restricted Electives**

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

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

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Core Courses**

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

**Complete one of the following courses (3 Units)**

**Restricted Electives**

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

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

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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NEW, REVISED, AND DELETED PROGRAMS  
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Exhibit D  
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**Current**

**Medical Coding Specialist Certificate of Achievement**

This certificate program prepares the student for employment as a medical coder and revenue cycle specialist in an acute care hospital, clinic or physician's office, long-term care facility, and other health care settings. Coders review medical records, adhere to current coding guidelines to apply accurate codes for medical diagnoses and procedures to facilitate reimbursement, analyze patient outcomes, and medical research. ~~The Medical Coding Specialist Certificate of Achievement prepares students to take the national certification examination to become a Certified Coding Associate (CCA) offered by American Health Information Association (AHIMA) and the Certified Professional Coder (CPC) exam through the American Academy of Professional Coders (AAPC).~~ This program provides training through didactic instruction and labs. Facilities employing coding professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, and insurance firms.

Occupations:

- Coding Specialist
- Clinical Documentation Specialist
- HIM Revenue Auditor
- Revenue Cycle Manager
- Coding Manager
- Reimbursement and Insurance Manager

Competencies:

- Patient clinical record content, both inpatient and outpatient
- Physiological changes and altered functions in the human body resulting from disease processes.
- ICD, CPT/HCPCS diagnostic and procedural coding systems, and common coding errors.
- Diagnosis Related Groups (DRGs), Resource-Based Relative Value Scale (RBRVS), Ambulatory Payment Classifications (APCs), components of fee setting, optimizing reimbursement based on insurance specifications.
- Basic pharmacological terminology and concepts, drug categories and their uses, mechanisms of drug action, dosage forms and routes of administration.
- Data quality impact and characteristics, including validity, reliability, completeness, legibility, currency, timeliness and accessibility.
- Encoders and groupers, their benefits and limitations.
- Legal aspects of health care, confidentiality requirements.
- Computer applications and topics related to computers in health care.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

1. ~~Use and maintain electronic applications and work processes to support clinical classification and coding.~~
2. Apply diagnosis/procedure codes according to current nomenclature and guidelines.
3. Ensure accuracy of diagnostic/procedural groupings.
4. Resolve discrepancies between coded data and supporting documentation.

Course ID	Title	Units
HSC 104	Medical Terminology	3
HIT 100	Health Information Science	2
HSC 107*	Human Body Fundamentals	3
HSC 106	Legal and Ethical Aspects of Health Information	3
<b>CIM 10</b>	<b>Introduction to Information Systems</b>	<b>3</b>
<b>Or</b>		
<b>CIM 1</b>	<b>Computer Information Systems</b>	<b>4</b>
HSC 108*	Disease Processes for the Health Sciences	3
HIT 109*	ICD Diagnostic Coding	3
HIT 110*	ICD Procedure Coding	2
HIT 115*	CPT and Ambulatory Care Coding	3
HIT 122	Reimbursement Methodologies	3
HIT 222*	Advanced Coding Applications	4
<b>Total Units for the Certificate:</b>		<b>32-33</b>

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

**Revised**

**Medical Coding Specialist Certificate of Achievement**

This certificate program prepares the student for employment as a medical coder and revenue cycle specialist in an acute care hospital, clinic or physician's office, long-term care facility, and other health care settings. Coders review medical records, adhere to current coding guidelines to assign accurate codes for medical diagnoses and procedures to facilitate reimbursement, analyze patient outcomes, and medical research. **The Medical Coding Specialist Certificate of Achievement prepares students to take the national certification examination to become a Certified Coding Associate (CCA), the Certified Coding Specialist (CCS) offered by American Health Information Association (AHIMA), and the Certified Professional Coder (CPC) exam through the American Academy of Professional Coders (AAPC).** This program provides training through didactic instruction and labs. Facilities employing coding professionals include hospitals, ambulatory care centers, physician offices, long-term care facilities, and insurance firms. **This program is part of a multidirectional pathways that include the Health Information Technology, Healthcare Technology Optimization Specialist, and the Medical Assisting programs.**

- Coding Specialist
- Clinical Documentation Specialist
- HIM Revenue Auditor
- Revenue Cycle Manager
- Coding Manager
- Reimbursement and Insurance Manager Competencies:
- Patient clinical record content, both inpatient and outpatient
- Physiological changes and altered functions in the human body resulting from disease processes.
- ICD, CPT/HCPCS diagnostic and procedural coding systems, and common coding errors.
- Diagnosis Related Groups (DRGs), Resource-Based Relative Value Scale (RBRVS), Ambulatory Payment Classifications (APCs), components of fee setting, optimizing reimbursement based on insurance specifications.
- Basic pharmacological terminology and concepts, drug categories and their uses, mechanisms of drug action, dosage forms and routes of administration.
- Data quality impact and characteristics, including validity, reliability, completeness, legibility, currency, timeliness and accessibility.
- Encoders and groupers, their benefits and limitations.
- Legal aspects of health care, confidentiality requirements.
- Computer applications and topics related to computers in health care.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- **Use software applications in coding, reimbursement, and revenue cycle management.**
- Apply diagnosis/procedure codes according to current nomenclature and guidelines.
- Ensure accuracy of diagnostic/procedural groupings.
- Resolve discrepancies between coded data and supporting documentation.

Course ID	Title	Units
HSC 104	Medical Terminology	3
HIT 100	Health Information Science	2
HSC 107*	Human Body Fundamentals	3
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 108*	Disease Processes for the Health Sciences	3
HIT 109*	ICD Diagnostic Coding	3
HIT 110*	ICD Procedure Coding	2
HIT 115*	CPT and Ambulatory Care Coding	3
HIT 122	Reimbursement Methodologies	3
HIT 222*	Advanced Coding Applications	4
<b>Restricted Electives</b>		<b>3-4</b>
<b>Total Units for the Certificate</b>		<b>32-33</b>

**Restricted Elective: Select 3-4 units from the following**

<b>HSC 234</b>	<b>Certified Coding Specialist (CCS) Exam Preparation</b>	<b>3</b>
<b>HSC 230</b>	<b>Certified Professional Coder (CPC) Exam Preparation</b>	<b>3</b>
<b>CIM 10</b>	<b>Introduction to Information Systems</b>	<b>3</b>
<b>CIM 1</b>	<b>Computer Information Systems</b>	<b>4</b>

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

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

**Current**  
**Mental Health Worker**  
**Certificate of Achievement**

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Revised**  
**Mental Health Worker**  
**Certificate of Achievement**

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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



SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED PROGRAMS  
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**Required Courses:**

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

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

† Recommended to be taken in last semester of program

**Required Courses:**

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social Environment	3
HS 140	Group Leadership and Group Process	3
HS 176*	Co-Occurring Disorders	3
<b>HS 105</b>	<b>Ethical Issues and Clients' Rights</b>	3
HS 131	Multicultural and Diverse Populations In the United States	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 177	Family Dynamics of Addiction and Abuse	3
HS 220	Benefits and Entitlement	3
CWE 180*†	Cooperative Work Experience – Mental Health	2
<b>Total Units for the Certificate:</b>		<b>29</b>

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

† Recommended to be taken in last semester of program

SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED PROGRAMS  
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**Current**  
**Mental Health Worker**  
**Associate of Science**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Revised**  
**Mental Health Worker**  
**Associate of Science**

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

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

**Required Courses:**

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

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

† Recommended to be taken in last semester of program.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Required Courses:**

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social Environment	3
HS 140	Group Leadership and Group Process	3
HS 176*	Co-Occurring Disorders	3
<del>HS 105</del>	<del>Ethical Issues and Clients' Rights</del>	3
HS 131	Multicultural and Diverse Populations In the United States	3
HS 174	Case Administration, Crisis Intervention and Referral	3
HS 177	Family Dynamics of Addiction and Abuse	3
HS 220	Benefits and Entitlement	3
CWE 180*†	Cooperative Work Experience – Mental Health	2
<b>Total Units for the Major:</b>		<b>29</b>

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

† Recommended to be taken in last semester of program.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**Current  
Network Administrator  
Certificate of Achievement**

This program prepares the student for an entry-level position as **an information systems network administrator**.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Design a basic high speed computer network to fulfill a customer's requirements.
- ~~Demonstrate ability to physically assemble and cable a basic high speed computer network.~~
- ~~Program and configure network components for basic network connectivity.~~
- ~~Demonstrate key skills for employment in the area of Network Administrator.~~

Course ID	Title	Units
<del>CIM 1</del>	<del>Computer Information Systems</del>	<del>4</del>
<del>Or</del>		
<del>CIM 112</del>	<del>Microsoft Office</del>	<del>3</del>
CIMN 130	Computer Operating Systems - UNIX/Linux	3
CIMN 100+	Computer Operating Systems- Windows	3
<del>CIMN 200</del>	<del>Introduction to Networking</del>	<del>3</del>
<del>CIMN 210</del>	<del>Networking Essentials and Technologies</del>	<del>3.5</del>
	Select from Restricted Electives:	6
	Total Units for the Certificate:	24.5-22.5

**Restricted Electives:**

<del>CIMP 7A</del>	<del>Business Programming – Java – Beginning</del>	<del>3</del>
<del>CIMP 7B*</del>	<del>Business Programming – Java – Advanced</del>	<del>3</del>
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
<del>CIMA 106</del>	<del>Database – Access</del>	<del>3</del>
CIMW 207	Social Media & Web Fundamentals	1.5
<del>CIMA 108</del>	<del>Business Presentations – PowerPoint</del>	<del>3</del>
<del>CIMN 240*</del>	<del>Fundamental UNIX/Linux System Administration</del>	<del>3</del>
<del>CIMN 250*</del>	<del>Network and Security Administration Using UNIX/Linux</del>	<del>3</del>
<del>CIMW 100A*</del>	<del>Web Site Development – HTML – Beginning</del>	<del>1.5</del>
<del>CIMW 100B*</del>	<del>Web Site Development – HTML – Advanced</del>	<del>1.5</del>
<del>CIMS 200*</del>	<del>Information Security Fundamentals</del>	<del>3</del>
<del>CIMS 230</del>	<del>Security+</del>	<del>3</del>
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
<del>CIMS 250</del>	<del>Cyberlaw</del>	<del>3</del>
<del>CIMN 260</del>	<del>CISCO CCNA</del>	<del>3</del>

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

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

**Revised  
Network Administrator  
Certificate of Achievement**

This program prepares students for entry-level positions as **either operating system or network administrators**. The core requirements for the certificate include preparation for industrial coveted CompTIA A+ and Network+ certificates. The restrictive electives allow students to either emphasize networking with Cisco, a worldwide leader in cybersecurity solutions and computers networking, or students can emphasize Microsoft Window's system administration. Other options include completing CompTIA Linux+ and Server+ or students can pursue the fast-growing field of cybersecurity by completing the CompTIA Security+ and EC-Council's Certificate of Ethical Hacking. Another emphasis might be a Microsoft Window's desktop applications and SQL database.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Design a basic high-speed computer network to fulfill a customer's requirements.
- Demonstrate knowledge of IT and network terminology.
- Describe various command line operating system commands.

Course ID	Title	Units
CIMN 100	Computer Operating Systems- Windows-- <b>Beginning</b>	3
<del>CIMN 110</del>	<del>Networking Essentials and Technologies for IT Cybersecurity</del>	<del>3</del>
<del>CIMN 120</del>	<del>Introduction to Networking: CompTIA Network+</del>	<del>3</del>
CIMN 130	Computer Operating Systems – UNIX <b>and</b> Linux	3
	Restricted Electives:	6-7
	Total Units for the Certificate:	18-19

**Restricted Electives: Select 6-7 Units from the following:**

<del>CIM 1</del>	<del>Computer Information Systems</del>	<del>4</del>
<del>Or</del>		
<del>CIM 112</del>	<del>Microsoft Office</del>	<del>3</del>
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
<del>CIMN 140*</del>	<del>Fundamental UNIX/Linux System Administration</del>	<del>3</del>
<del>CIMN 160</del>	<del>CISCO CCNA: Routing and Switching Essentials</del>	<del>3</del>
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
<del>CIMS 130</del>	<del>Intro to Information Systems Security: CompTIA Security+</del>	<del>3</del>
<del>CIMS 150</del>	<del>Introduction to Cybersecurity: Ethical Hacking</del>	<del>3</del>

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

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

**Current  
Network Administrator  
Associate in Science**

This program prepares the student for an entry-level position as an information systems network administrator.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Design a basic high speed computer network to fulfill a customer's requirements.
- ~~Demonstrate ability to physically assemble and cable a basic high speed computer network.~~
- ~~Program and configure network components for basic network connectivity.~~
- ~~Demonstrate key skills for employment in the area of Network Administrator.~~

Course ID	Title	Units
CIM 1	Computer Information Systems	4
—Or—		
CIM 112	Microsoft Office	3
CIMN 130	Computer Operating Systems - UNIX/Linux	3
CIMN 100+	Computer Operating Systems- Windows	3
CIMN 200	Introduction to Networking	3
CIMN 210	Networking Essentials and Technologies	3.5
	Select from Restricted Electives:	6
	<b>Total Units for the Major:</b>	<b>21.5-22.5</b>
<b>Restricted Electives:</b>		
CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMA 106	Database – Access	3
CIMW 207	Social Media & Web Fundamentals	1.5
CIMA 108	Business Presentations – PowerPoint	3
CIMN 240*	Fundamental UNIX/Linux System Administration	3
CIMN 250*	Network and Security Administration Using UNIX/Linux	3
CIMW 100A*	Web Site Development – HTML—Beginning	1.5
CIMW 100B*	Web Site Development – HTML – Advanced	1.5
CIMS 200*	Information Security Fundamentals	3
CIMS 230	Security+	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
CIMS 250	Cyberlaw	3
CIMN 260	CISCO CCNA	3

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

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

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Revised  
Network Administrator  
Associate of Science**

The Network Administrator Associate of Science degree prepares students for entry-level positions as either operating system or network administrators. The core requirements for the degree include preparation for industrial coveted CompTIA A+ and Network+ certificates. The restrictive electives allow students to emphasize transfer-level classes in Java, Python, Microsoft Office, or SQL database. Through its restricted electives. The associate degree also offers the option to complete various industrial certificates including networking Cisco CCNA, system administration Microsoft Certified Solutions Expert, CompTIA Linux+ and Server+ or cybersecurity CompTIA Security+ and EC-Council's Certificate of Ethical Hacking.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Design a basic high-speed computer network to fulfill a customer's requirements.
- **Demonstrate knowledge of IT and network terminology.**
- **Describe various command line operating system commands.**

Course ID	Title	Units
CIMN 100	Computer Operating Systems- Windows	3
CIMN 110	Networking Essentials and Technologies for IT Cybersecurity	3
CIMN 120	Introduction to Networking: CompTIA Network+	3
CIMN 130	Computer Operating Systems – UNIX and Linux	3
	<b>Restricted Electives:</b>	<b>6-7</b>
	<b>Total Units for the Major:</b>	<b>18-19</b>

**Restricted Electives: Select 6-7 Units from the following:**

CIM 1	Computer Information Systems	4
—Or—		
CIM 112	Microsoft Office	3
CIMP 7A	Business Programming – Java – Beginning	3
CIMP 7B*	Business Programming – Java—Advanced	3
CIMP 8A	Programming with Python	3
CIMW 105	Web Development and DB – Intro SQL and MySQL	3
CIMN 140*	Fundamental UNIX/Linux System Administration	3
CIMN 160	CISCO CCNA: Routing and Switching Essentials	3
CIMN 220A	MCSE Certification Exam Prep I	3
CIMN 220B	MCSE Certification Exam Prep II	3
CIMN 220C	MCSE Certification Exam Prep III	3
CIMS 130	Intro to Information Systems Security: CompTIA Security+	3
CIMS 150	Introduction to Cybersecurity: Ethical Hacking	3

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**New**  
**Persian Associate of Arts**

The curriculum in the Persian program is designed to provide the student the opportunity to achieve an Associate in Arts in Persian degree by providing the necessary breadth in the field. Students who complete the Associate in Arts Degree in Persian will have more opportunities in government, business, medicine, law, technology, industry, marketing and other related fields.

An Persian degree provides students with more positive attitudes and less prejudice toward people who are different, teaches and encourages respect for other peoples; it fosters an understanding of the interrelation of language and human nature, appreciation of other ways of life, different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly, a better understanding of the world in which they live, all of which lead to an appreciation of cultural diversity. The curriculum in the Persian program is designed to provide the student the opportunity to achieve an Associate in Arts (AA) in Persian degree.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Accurately interpret written sections in Persian.
- Accurately interpret spoken language in Persian.
- Develop proficient conversational skills in Persian.
- Demonstrate knowledge of the history, politics, literature, culture and arts of the Persian speaking countries as well as people who speak Persian.

**Required Core**

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Units</u></b>
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21	Introduction to Persian Culture	3
PRSN 901*	Persian Language Lab	.50
PRSN 902*	Persian Language Lab	.50
PRSN 903*	Persian Language Lab	.50
PRSN 904*	Persian Language Lab	.50
<b>Total Units for the Major</b>		<b>25</b>

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

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

**Current**

**Real Estate Certificate of Achievement**

This Real Estate certificate is designed to educate the student and provide the courses required to qualify for the California Salesperson's license exam. This certificate is geared towards the aspiring Real Estate professional, as well as investors and consumers.

Potential careers that could be obtained with this certificate include: Real Estate Salesperson (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	<b>Select from Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Certificate:</b>	<b>12</b>

**Restricted Electives: (Student select 2 courses)**

RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III Market Analysis And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
<b>RE 250</b>	Real Estate License Preparation	3
RE 280	Mortgage Loan Brokering and Lending	3

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

**Revised**

**Real Estate Certificate of Achievement**

This Real Estate certificate is designed to educate the student and provide the courses required to qualify for the California Salesperson's license exam. This certificate is geared towards the aspiring Real Estate professional, as well as investors and consumers.

Potential careers that could be obtained with this certificate include: Real Estate Salesperson (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
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- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
	<b>Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Certificate:</b>	<b>12</b>

**Restricted Electives: (Student select 2 courses)**

RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III Market Analysis And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
<b>RE 255</b>	Real Estate License Preparation	1
RE 280	Mortgage Loan Brokering and Lending	3

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

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

**Current**

**Real Estate Associate of Science**

This Real Estate program is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation. To qualify to sit for the California Broker's license exam, eight total classes and two years of full-time experience are required. Please check with the California Department of Real Estate for any changes.

Potential careers that could be obtained with this degree include: Real Estate Salesperson (residential or commercial), Real Estate Broker (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
<b>Select Broker Option (Must take all six courses)</b>		<b>18</b>
<b>Or</b>		
<b>Select Salesperson Option</b>		<b>12</b>
<b>Total Units for the Major:</b>		<b>18-24</b>
<b>Broker Option (Students take all six courses)</b>		
RE 174	Legal Aspect of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 178	Real Estate Economics	3
RE 195	Property Management	3
RE 190	Escrow	3
<b>Or</b>		
<b>Salesperson Option: (Students select four courses)</b>		
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III: Market Analysis And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
<b>RE 250</b>	Real Estate License Preparation	3
RE 280	Mortgage Loan Brokering and Lending	3

**Revised**

**Real Estate Associate of Science**

This Real Estate program is designed to educate the student to become an effective Real Estate professional. Activities related to the program are real estate practice, law, appraisal, finance, computations, escrow, investment, exchanging, and taxation. To qualify to sit for the California Broker's license exam, eight total classes and two years of full-time experience are required. Please check with the California Department of Real Estate for any changes.

Potential careers that could be obtained with this degree include: Real Estate Salesperson (residential or commercial), Real Estate Broker (residential or commercial), Title Insurance Representative, Property Manager, Real Estate Consultant, or Real Estate Entrepreneur.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Meet their career preparation goals as well as qualify for a state licensing exam to become a Real Estate Salesperson or Broker.
- Meet personal or consumer education goals. (Examples: Students will indicate better preparation for making home purchase or sale decisions; students will indicate better preparation for completing real estate finance transactions.)
- Evaluate their professional improvement objectives as having been met. (Examples: Students will indicate that they will be able to improve their job performance or that they are more qualified for either a hierarchical or lateral career move.)
- Demonstrate mastery of the following core competencies: General Real Estate law, the escrow process, landlord/tenant rights, real estate finance instruments, and the appraisal process.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
RE 170	Real Estate Principles	3
RE 172	Real Estate Practices	3
<b>Select Broker Option (Must take all six courses)</b>		<b>18</b>
<b>Or</b>		
<b>Select Salesperson Option</b>		<b>12</b>
<b>Total Units for the Major:</b>		<b>18-24</b>
<b>Broker Option (Students take all six courses)</b>		
RE 174	Legal Aspect of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 178	Real Estate Economics	3
RE 195	Property Management	3
RE 190	Escrow	3
<b>Or</b>		
<b>Salesperson Option: (Students select four courses)</b>		
RE 174	Legal Aspects of Real Estate	3
RE 175	Real Estate Finance	3
RE 176A	Real Estate Appraisal I	3
RE 176B	Real Estate Appraisal II	3
RE 176C	Real Estate Appraisal III: Market Analysis And Studies	3
RE 178	Real Estate Economics	3
RE 190	Escrow	3
RE 195	Property Management	3
RE 202	Computer Applications in Real Estate	3
<b>RE 255</b>	Real Estate License Preparation	1
RE 280	Mortgage Loan Brokering and Lending	3



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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Saddleback College and Irvine Valley College: Speakers

**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and  
Dr. Glenn R. Roquemore, President, Irvine Valley College*

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
10/4/2019 9:00am-2:30pm	Emily Maynard CCC Real Estate Education	Jon Haveman, Ph.D.	Economic Report	\$2300.00 Grant Funded
10/14/2019 11:00 am – 1:00 pm	Dr. Georgina Guy, Student Equity Chair	Dr. Daniel Solorzano	Inclusivity in Education	\$4000.00 SEP Funded
1/17/2019 9:30am-11:35 am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Keith Sharon	The Story Behind The Story	\$200.00
2/7/2019 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Eric Handler	Social Determinants of Health: We Can Impact Change	\$200.00
2/21/2019 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Kerry Burnight	Aging Brilliantly	\$200.00
3/13/2019 9:30am-11:35am	Ms. Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series / Emeritus Institute	Eileen Padberg	Out of My Lane; My 22 Months in Iraq	\$200.00

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
10/16/19 10am – 1pm	Walk of Hope	Robert Stohr	Suicide Prevention	\$300 Mental Health Grant
10/30/19 9:00am – 3:00pm	Nancy Montgomery Veteran Innovation Conference	Colonel Martin Spann	What War Does to Our Military	\$2,350 Innovation Grant
10/30/19 9:00am – 3:00pm	Nancy Montgomery Veteran Innovation Conference	Commander Mitch Seal	Acclimation of Military to Education/ Military Health Programs	\$3,250 Innovation Grant
5/21/20 5:00pm	Commencement 2020	Alison Lehmann Edwards, CEO Orange County Human Relations	Keynote Speaker for 2020 Commencement Ceremony	\$1,500 ASIVC Funds

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year

**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2020-2021 academic year pursuant to Title 5, Section 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2020-2021 academic year at IVC.

IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2020-2021

Submitting degree due to deletion in Chancellor's Office State Inventory

Current

Administrative Assistant Associate in Science

The goal of the Administrative Assistant Associate of Science program is to prepare students for employment as Administrative Assistants or Business Office/Information Specialists in various business sectors in the community. The objectives of the Administrative Assistant program include: composing correspondence, preparing a variety of business documents, scheduling and coordinating meetings/events, creating, updating, and managing word processing files, spreadsheet files, and database files, managing projects, organizing and maintaining paper and electronic files, providing support to colleagues and customers, assisting with all aspects of administrative management, coordinating within departments and operating units, and performing multifaceted office support and all day-to-day operations. Expected outcomes of the Administrative Assistant program include the ability to demonstrate skills needed for entry-level positions in a business office including the ability to: apply computing techniques to solve common business problems; manipulate and interpret data; disseminate the data methodology, analysis, and results; engage in critical thinking; manipulate the features and functions of common business applications to produce a variety of business documents; and to compose, criticize, evaluate, and revise the content and structure of written business communications. Coursework is designed to develop students' communication, keyboarding, word processing, spreadsheet, and database skills. Potential careers include Secretary, Executive Secretary, Office Assistant, Executive Assistant, Receptionist, Office Clerk, Administrative Assistant, and/or Word Processors/Typists.

Program Student Learning Outcomes

Upon successful completion of the Administrative Assistant AS, students should be able to:

- Apply computing techniques to solve common business problems, to manipulate and interpret data, and to disseminate the data, methodology, analysis, and results.
- Engage in critical thinking to manipulate the features and functions of common business applications to produce a variety of business documents.
- Compose, criticize, evaluate, and revise the content and structure of written business communications.

Course ID	Title	Units
<i>Complete the following core courses</i>		
CIM 201A	Introduction to Computers, Keyboarding and Word I	1
CIM 201B	Introduction to Computers, Keyboarding and Word II	1
CIM 107	Introduction to Personal Computer Applications	3
CIM 210.2	Word Processing II	1.5
MGT 203	Business English	3
CIM 112.1	Spreadsheets I	1.5
CIM 112.2	Spreadsheets II	1.5
CIM 115	Databases	3
MGT 104	Business Communication	3
<i>Recommended electives</i>		
CIM 103	Introduction to Windows	1.5
CIM 201C	Introduction to Computers, Keyboarding, and Word Processing III	1
CIM 210.1	Word Processing I	1
CIM 212.3	Spreadsheets III – Certification	3
CIM 209	Introduction to Outlook	0.5
Total		18.5

IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2020-2021

**Current**  
Biology Associate in ~~Arts~~

The requirements for majors in the life sciences are intended to provide a solid foundation for the student who wishes to pursue further study at the baccalaureate level and for some graduate-level programs. They are also intended for students who plan to enter a pre-professional or professional program in a health-related field. The faculty strongly recommends that students without a firm foundation in basic biological principles complete both Biology 93 and Biology 94 in preparation for the more specialized courses. In addition to the core courses for the major or health-related fields, an introduction to other sciences is usually recommended and necessary for more advanced study. The biology faculty therefore suggests that students complete appropriate courses in chemistry, physics, and mathematics concurrently with biology core courses. Students should refer to the requirements of prospective 4-year institutions or seek advice from a member of the biology faculty or a counselor before choosing electives. As the job market in the biological sciences and related fields changes, the faculty recommends that students also seek guidance as they select their electives.

CHEM 1A	General Chemistry I and	5
CHEM 1B	General Chemistry II	5
CHEM 12A	Organic Chemistry and	5
CHEM 12B	Organic Chemistry	5

---

Total 20-24

Program Student Learning Outcomes

Upon successful completion of the Biology AA, students should be able to:

- Communicate scientific processes and ideas effectively in written and oral forms.
- Demonstrate understanding of the mechanisms driving evolution, the role of evolution as the central unifying concept of biology and describe similarities and differences of the major taxonomic groups.
- Effectively apply current technology and scientific methodologies for problem solving.
- Identify and explain relationships between form and function of biological structures at the molecular, cellular, organismal and ecosystem levels.
- Locate and evaluate various types of scientific information including primary research articles, mass media sources and World Wide Web.
- Recognize and apply basic ethical principles to biological practices and understand the role of scientists and biological science in society.
- Demonstrate understanding of how organisms interact with one another and with their environment, and explain interactions at the population, community, and ecosystem levels.
- Demonstrate understanding of the fundamental biological processes of metabolism, homeostasis, growth, reproduction, development, genetics and whole organism physiology.

Course ID	Title	Units
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Complete the following courses

BIO 81	Integrated Biology: From DNA to Organisms	4
BIO 80	Integrated Biology: Organisms to Ecosystems	4
<del>BIO 97</del>	<del>Genetics and Evolutionary Biology</del>	<del>3</del>
<del>BIO 99</del>	<del>Molecular Biology and Biochemistry</del>	<del>3</del>

Select 6 - 10 units from the following courses to complete a total of 20-24 units.

BIO 11	Human Anatomy	4
BIO 12	Human Physiology	4
<del>BIO 13</del>	<del>Lab Research</del>	<del>2</del>
BIO 15	General Microbiology	5
BIO 19	Marine Biology	4
	Or	
BIO 19H	Marine Biology Honors	4
BIO 30	California Wildlife and Wildlands	3
BIO 44	Biology of Human Sexuality	3
BIO 55	Introduction to Ecology: Theory and Application	3

IRVINE VALLEY COLLEGE  
NEW, REVISED AND DELETED PROGRAMS  
ACADEMIC YEAR 2020-2021

Revised  
Biology Associate in Science

The requirements for majors in the life sciences are intended to provide a solid foundation for the student who wishes to pursue further study at the baccalaureate level and for some graduate-level programs. They are also intended for students who plan to enter a pre-professional or professional program in a health-related field. In addition to the core courses for the major or health-related fields, an introduction to other sciences is usually recommended and necessary for more advanced study. The biology faculty therefore suggests that students complete appropriate courses in chemistry, physics, and mathematics concurrently with biology core courses. Students should refer to the requirements of prospective 4-year institutions or seek advice from a member of the biology faculty or a counselor before choosing electives.

BIO 19H	Marine Biology Honors	4
BIO 30	California Wildlife and Wildlands	3
BIO 43	Being an Animal: The Science of Animal Behavior	3
BIO 44	Biology of Human Sexuality	3
BIO 55	Introduction to Ecology: Theory and Application	3
CHEM 1A	General Chemistry I and	5
CHEM 1B	General Chemistry II	5
CHEM 12A	Organic Chemistry and	5
CHEM 12B	Organic Chemistry	5

Program Student Learning Outcomes

Upon successful completion of the Biology AS, students should be able to:

- Communicate scientific processes and ideas effectively in written and oral forms.
- Demonstrate understanding of the mechanisms driving evolution, the role of evolution as the central unifying concept of biology and describe similarities and differences of the major taxonomic groups.
- Effectively apply current technology and scientific methodologies for problem solving.
- Identify and explain relationships between form and function of biological structures at the molecular, cellular, organismal and ecosystem levels.
- Locate and evaluate various types of scientific information including primary research articles, mass media sources and World Wide Web.
- Recognize and apply basic ethical principles to biological practices and understand the role of scientists and biological science in society.
- Demonstrate understanding of how organisms interact with one another and with their environment, and explain interactions at the population, community, and ecosystem levels.

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Total	22-26
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Course ID	Title	Units
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Complete the following core courses:

BIO 80	Integrated Biology: Organisms to Ecosystems	4
	Or	
BIO 80H	Integrated Biology: Organisms to Ecosystems Honors	4
BIO 81	Integrated Biology: From DNA to Organisms	4
	Or	
BIO 81H	Integrated Biology: From DNA to Organisms Honors	4
BIO 82	Genetics	4
BIO 83	Biochemistry and Molecular Biology	4

Select 6 - 10 units from the following courses:

BIO 4	Research Methods in the Biological Sciences	2
BIO 7	Statistics and Experimental Design for the Biological and Health Sciences	3
BIO 11	Human Anatomy	4
BIO 12	Human Physiology	4
BIO 14	Advanced Research in Biological and Health Sciences	2
BIO 15	General Microbiology	5
BIO 19	Marine Biology	4
	Or	



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

**Exhibit A  
Page 4 of 5**

Action Taken Code	Action Taken Description
assign	assignments
c/l w/	cross-listed with (and list the other course id)
cat desc	catalog description
coreq	corequisite
crs id	course prefix and/or number
dc	delete course
dv	delete version of course
gr opt	grading option
hrs	hours
lim	limitation
lrng obj	learning objectives
moe	methods of evaluation
nc	new course
nv	new version of existing course
oe/oe	open entry/open exit
pcs	program course status
prereq	prerequisite
reactv	course reactivation
rec prep	recommended prep
rpt	repeatability
SAM code	occupational code (A = apprenticeship, B = advanced occupational, C = clearly occupational, D = possibly occupational, E = non-occupational)
sch desc	schedule description
SLOs	student learning outcomes
sr	scheduled review is for courses that are scheduled for review and there are no revisions
ti	titles
TOP code	numerical classification code used to assign programs and courses to disciplines
tps	topics
txt	text-required for all courses numbered 1-299
un	units
val	validation

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

Exhibit A  
Page 5 of 5

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
BS	14580.00	ACCT 202B	Intermediate Accounting II	cat desc, prereq fr <del>ACCT 202A</del> to <b>ACCT 1A</b> , tps, txt
	14174.00	ACCT 275A	Auditing: Internal Controls Under Sarbanes-Oxley	ti, crs id fr <del>209</del> to <b>275A</b> , cat desc, moe
LLR	14774.00	ESL 389	ESL Learning Center	Coreqs

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: District-wide and Irvine Valley College, Notices of Completion, Various Projects

**ACTION:** Approval

---

### **BACKGROUND**

On March 26, 2018 and June 25, 2018, the Board of Trustees approved the following agreements:

- T and D Communications, Inc., in the amount of \$348,249.10, for the District-wide Wireless Access Points Installation project.
- The use of CMAS contract No. 3-17-84-0052B for Blue Violet Networks, LLC, in the amount of \$59,898.37, for the Irvine Valley College (IVC) Panic Buttons Installation project.

At the September Board meeting, staff recommends the Board of Trustees ratify Change Order No. 01 to extend the T and D Communications, Inc. contract by 341 days through July 30, 2019 and decrease the contract amount by \$18,286.29, for a revised contract total of \$329,962.81.

In addition, staff recommends the Board of Trustees ratify Change Order No. 02 to increase the Blue Violet Networks, LLC contract amount by \$5,719.42, for a revised contract total of \$65,617.79.

### **STATUS**

Contract work is complete on the projects. Staff recommends the Notices of Completion be filed for the District-wide Wireless Access Points Installation project (EXHIBIT A) and the IVC Panic Buttons Installation project (EXHIBIT B).

Basic Aid funds were used for both projects.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize filing the Notices of Completion for the District-wide Wireless Access Points Installation project to T and D Communications, Inc., for a final contract amount of \$329,962.81 and the Irvine Valley College Panic Buttons Installation project to Blue Violet Networks, LLC, for a final contract amount of \$65,617.79. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

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

Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Bid 359D District-wide Wireless Access Points Installation project at SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, the contract for the doing of which was heretofore entered into the 26th day of March 2018, which contract was made with T AND D COMMUNICATIONS, INC. as Contractor; that said improvements were completed on the 30th day of July 2019, and accepted by formal action of the governing board of said District on the 23rd day of September 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is SURETEC INSURANCE COMPANY that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE  
5500 IRVINE CENTER DRIVE  
IRVINE, CA 92618  
and  
SADDLEBACK COLLEGE  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CA 92692

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By \_\_\_\_\_ Dated \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

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

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

by Ann-Marie Gabel  
(Name of Signer)

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

Signature \_\_\_\_\_  
*Signature of Notary Public*

(Seal)

Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Panic Buttons Installation project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 1st day of April 2019, which contract was made with BLUE VIOLET NETWORKS, LLC, as Contractor; that said improvements were completed on the 23rd day of August 2019, and accepted by formal action of the governing board of said District on the 23rd day of September 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is GENERAL REINSURANCE CORPORATION that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE  
5500 IRVINE CENTER DRIVE  
IRVINE, CA 92618

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

Dated \_\_\_\_\_

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

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

by \_\_\_\_\_  
Ann-Marie Gabel  
(Name of Signer)

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

Signature \_\_\_\_\_  
*Signature of Notary Public*

(Seal)

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

The items described in the attached EXHIBIT A have been found no longer suitable for District or college use. It is recommended that a public auction be held in accordance with the requirements of Education Code Section 81450 (b). Saddleback Valley Unified School District has expressed a desire to accept as donation 19 Dell OptiPlex computers (with monitors, keyboards, and mice). Staff recommends donation of such computers as they are deemed obsolete for District’s use and purpose.

### **RECOMMENDATION**

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

**SOCCCD SURPLUS LIST**  
**September 23, 2019**

Item	Category	Quantity
HP Computers	Computer	123
Dell Computers	Computer	41
Apple iMacs	Computer	2
Sony Video Monitors	A/V	5
Hitachi Data Projectors	A/V	8
Panasonic Video Cameras	A/V	7
Tascam Recorder	A/V	6
Sound Design/Behringer Mixers	A/V	3
Arrakis/Mackie Mixing Boards	A/V	3
Sony DVcam Deck	A/V	3
Panasonic Card Reader	A/V	8
Techniques/JVC CD Player	A/V	5
Teac/JVC Cassette Player	A/V	2
GPX/Phillips/Sony/Samsung DVD Player	A/V	14
Avid/DigiDesign Interface	A/V	3
Midland Handheld Radios	A/V	1
Link/SDI Analog Converter	A/V	3
Trendent/VS Switches	A/V	2
Sony/Dish Cable Boxes	A/V	2
Audio Video Generators	A/V	1
MCS Video Amplifiers	A/V	1
Blackmagic Converter Box	A/V	1
Dell/ViewSonic Monitors	Monitor	26
Sony/Marshall Monitors	Monitor	5
HP Printers	Print/Copy/Scan	19
Dell/Epson Printers	Print/Copy/Scan	3
Dell/APC Smart UPS Power	Hardware	27
Computer Hardware (boxes)	Hardware	4
Chairs	Furniture	107
Table	Furniture	4
Storage Cabinets	Furniture	12
Bookshelves	Furniture	6
Sofa	Furniture	2
Audio Video Carts	Furniture	44
Coffee Maker	Equipment	1
Torch Lamp	Equipment	1
12 ft. Score Table	Equipment	1
Emergency Call Boxes	Equipment	4
Fisher Scientific Incubator	Equipment	1
Canopy Frames	Equipment	3
Proseal 2024	Equipment	1

**SOCCCD SURPLUS LIST**  
**September 23, 2019**

Scientific Microscopes	Equipment	90
Yamaha Clavinova & Electric Piano	Equipment	1
Rapidprint Time Stamp	Equipment	1
Office Supplies (pallets)	Equipment	3
Board Maps (pallet)	Equipment	1
2007 Dodge Charger	Vehicle	1
Bicycles	Accessories	3
Speakers/Keyboards/Mice/TVs (pallet)	Hardware	2
Dell OptiPlex 7040 Computers/Monitors/Keyboards (Donation to Saddleback Valley Unified School District)	Computer	19



**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Student Out of State Travel  
**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

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

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

### **RECOMMENDATION**

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

Out of State Student Travel  
September 23, 2019  
Board of Trustees Meeting

**Student Group Travel**

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College
None submitted for 9/23/19						

**Student Course Travel** (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student	Enrollment Capacity	College
GEOL 169 - Ticket #64720 Geology Field Studies – Zion National Park	April 23 –26, 2020	Zion National Park, Utah	\$30	20	IVC

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: August 2019 Change Orders

**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 orders 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 Amount	Revised Total Contract Amount
A.	<u>T and D Communications, Inc.</u> District-wide Wireless Access Points Installation Construction Services Agreement Change Order No. 01 – To reduce the agreement for the unused project allowance and extend the agreement 11 months under the same terms and conditions, from 8/23/18 to 7/30/19. <div style="text-align: right;">SOCCCD</div>	(\$18,286.29)	\$329,962.81

**RECOMMENDATION**

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

South Orange County Community College District  
District-wide Wireless Access Points Installation Project  
Bid No. 359D  
Board Change Order No. 1

August 26, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Time Extension (cal days)
359D	General Contractor	T and D Communications, Inc.		\$348,249.10	\$0.00	(\$18,286.29)	\$329,962.81	341
		4145 Indus Way, Riverside, CA 92503	<b>TOTAL</b>	<b>348,249.10</b>			<b>329,962.81</b>	<b>341</b>

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	8/6/2019	Unused contract allowance	By District	Approved	(\$18,286.29)	341
		TOTAL THIS CHANGE ORDER REQUEST			(\$18,286.29)	341

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** [SOCCCD: Purchase Orders and Checks]

**ACTION:** Ratification

---

### **BACKGROUND**

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

### **STATUS**

In accordance with the provisions of the California Education Code, the following purchase orders are submitted to the Board of Trustees for ratification:

- 54 purchase orders \$5,000 and above amounting to \$2,791,286.17
- 518 purchase orders below \$5,000 amounting to \$403,304.91
- Combined total for all purchase orders is \$3,194,591.08

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

The District processed 1,181 checks in the amount of \$13,277,071.74 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

### **RECOMMENDATION**

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



South Orange County Community College District

Purchase Order Ratification (Supplier)

July 29, 2019 through August 29, 2019

PO #	Supplier	Location	Description	Amount
P193327	Adrenalin Sports Apparel	IVC	Embroidery services for Athletic Uniforms and Apparel (Multiple Sports)	18,500.00
P193529	Advance Beauty College, Inc.	SC	Promise Program Cosmetology Kits & Uniforms	7,400.00
P193339	AT&T	IVC	Blanket PO for Telephone Service FY 19-20	32,000.00
P193660	B & H Photo	SC	Student Materials for Photography	14,216.87
P193258	BSN Sports LLC	IVC	Uniforms and Apparel for Baseball	9,477.75
P193627	BSN Sports LLC	IVC	Uniforms and Apparel for Baseball	8,874.73
P193604	BSN Sports LLC	IVC	Uniforms and Apparel for Basketball	8,243.36
P193259	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Soccer	6,752.90
P193257	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Basketball	5,715.92
P193342	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Basketball	5,435.21
P193326	California Community College Athletic Association	IVC	California Community College Athletic Association Membership FY 19-20	9,500.00
P193431	Carahsoft Technology Corp	SOCCCD	Nutanix Servers and Data Storage - CMAS Board Approved 04/22/19	162,166.45
P193571	CDW Government LLC	IVC	Surface Pros for Research Department - FCCC Board Approved 06/26/18	9,796.63
P193570	CDW Government LLC	SC	Wireless Mics and Adapters for AV Refresh Project - FCCC Board Approved 06/26/18	6,078.45
P193245	CDW Government LLC	IVC	Mounts for New Computer Desks - FCCC Board Approved 06/26/18	5,671.96
P193636	CI Solutions	SOCCCD	Additional Student ID Cards - CMAS Board Approved 03/25/19	12,307.21
P193269	Community College League of California	SOCCCD	Annual Membership Dues FY 19-20	38,118.00
P193331	County of Orange Auditor-Controller	IVC	Blanket PO for Parking Citation Surcharges FY 19-20	90,000.00
P193243	County of Orange Auditor-Controller	IVC	Blanket PO for FY 19-20 Telecommunications	15,000.00
P193663	Cox Communications, Inc.	SOCCCD	Blanket PO for Wide Access Network Lines for SC, IVC, and ATEP FY 19-20	67,328.16
P193577	Cox Communications, Inc.	SOCCCD	Blanket PO for Wide Access Network Lines for La Alameda FY 19-20	14,921.40
P193655	Diagnostica Stago Inc.	SC	Equipment for Medical Laboratory Technicians Lab	10,339.25
P193219	Division of the State Architect	SOCCCD	DSA Review Fees for the ATAS Building Project	249,250.00
P193405	Errea Sport USA Inc.	IVC	Uniforms and Apparel for Soccer/Badminton	11,006.90
P193400	Europrint, Inc.	IVC	Outreach Marketing Materials	6,619.08
P193359	Fisher Scientific Company, LLC	IVC	Genetic Analysis Equipment for Biotechnology Department	43,342.44
P193573	Fisher Scientific Company, LLC	IVC	Materials and Supplies for the Biology Program	11,401.19
P193309	Fisher Scientific Company, LLC	SC	Instructional Supplies for Chemistry Laboratory Classes	6,042.54
P193332	Irvine Ranch Water District	IVC	Water Service FY 19-20	180,000.00
P193599	Johnstone Supply	IVC	Blanket PO for Heating, Ventilation, Air Conditioning Building Maintenance Parts FY 19-20	6,000.00
P193288	Keenan & Associates	SOCCCD	Property & Liability Claim Administration Fee	6,403.32
P193263	Medco Supply Company	SOCCCD	Sports Medicine Equipment for Health & Wellness Center	11,131.74
P193364	Medco Supply Company	IVC	Athletic Training Supplies	6,829.93
P193254	Orange Empire Conference	IVC	Orange Empire Conference Membership for the Athletic Department FY 19-20	7,000.00
P193628	Pacific Coachways Charter Services, Inc.	IVC	Bus Transportation for Athletics FY 19-20	56,000.00
P193311	Pacific Coachways Charter Services, Inc.	SC	Emeritus Institute Field Trip Buses FY 19-20	15,000.00
P193455	Resilite Sports Products, Inc.	SC	Resilite Sports Flooring for PE 306	12,174.86
P193225	S & B Foods	IVC	Refreshments for IVC 2019 Laser Day	10,988.61
P193484	S & B Foods	IVC	Blanket PO for Refreshments for ASG Pre-Fall Training and Events During Fall Semester	10,000.00
P193216	S & B Foods	IVC	Blanket PO for Refreshments for College-wide Events Sponsored by the President's Office	8,000.00
P193630	S & B Foods	IVC	Blanket PO for Refreshments for College-wide Fall Faculty Professional Development Events	7,000.00
P193241	S & B Foods	SC	President's Catered PD Week Events, 08/13/19	5,032.20
P193449	Saddleback Golf Cars	SC	Wheelchair Accessible Golf Cart for Disabled Students Programs and Services	21,033.88
P193285	SOCCCD	SOCCCD	Blanket PO for Reimbursement to Property & Liability Account FY 19-20	130,000.00
P193286	South Orange County Community College District Worker	SOCCCD	Blanket PO for Reimbursement to Workers' Compensation Trust Account FY 19-20	80,000.00
P193340	Southern California Edison Company	IVC	Annual Electricity Service for IVC FY 19-20	1,116,000.00
P193330	Southern California Edison Company	IVC	Annual Electricity Service for ATEP FY 19-20	55,000.00
P193338	Southern California Gas Company	IVC	Annual Gas Service for IVC FY 19-20	64,000.00
P193334	Southern California Gas Company	IVC	Annual Gas Service for ATEP FY 19-20	5,000.00
P193542	United Interiors	SC	Furniture for Adult Education at Silverado HS Campus - FCCC Board Approved 09/25/17	57,245.03
P193441	VWR International, Inc.	SC	Instructional Supplies for Chemistry Laboratory Classes	5,439.78
P193439	WAXIE Sanitary Supply	SC	Custodial Supplies	10,500.42
P193223	Wells Fargo #2785	SC	Google Ads for Fall 2019 Online Classes	10,000.00
P193635	Workday, Inc.	SOCCCD	Blanket PO for Workday Training On Demand Education FY 19-20	10,000.00
54 Purchase Orders \$5,000 and Above				2,791,286.17
518 Purchase Orders Under \$5,000				403,304.91
Total Purchase Orders				3,194,591.08



South Orange County Community College District

Purchase Order Ratification (Amount)

July 29, 2019 through August 29, 2019

PO #	Supplier	Location	Description	Amount
P193340	Southern California Edison Company	IVC	Annual Electricity Service for IVC FY 19-20	1,116,000.00
P193219	Division of the State Architect	SOCCCD	DSA Review Fees for the ATAS Building Project	249,250.00
P193332	Irvine Ranch Water District	IVC	Water Service FY 19-20	180,000.00
P193431	Carahsoft Technology Corp	SOCCCD	Nutanix Servers and Data Storage - CMAS Board Approved 04/22/19	162,166.45
P193285	SOCCCD	SOCCCD	Blanket PO for Reimbursement to Property & Liability Account FY 19-20	130,000.00
P193331	County of Orange Auditor-Controller	IVC	Blanket PO for Parking Citation Surcharges FY 19-20	90,000.00
P193286	South Orange County Community College District Worker	SOCCCD	Blanket PO for Reimbursement to Workers' Compensation Trust Account FY 19-20	80,000.00
P193663	Cox Communications, Inc.	SOCCCD	Blanket PO for Wide Access Network Lines for SC, IVC, and ATEP FY 19-20	67,328.16
P193338	Southern California Gas Company	IVC	Annual Gas Service for IVC FY 19-20	64,000.00
P193542	United Interiors	SC	Furniture for Adult Education at Silverado HS Campus - FCCC Board Approved 09/25/17	57,245.03
P193628	Pacific Coachways Charter Services, Inc.	IVC	Bus Transportation for Athletics FY 19-20	56,000.00
P193330	Southern California Edison Company	IVC	Annual Electricity Service for ATEP FY 19-20	55,000.00
P193359	Fisher Scientific Company, LLC	IVC	Genetic Analysis Equipment for Biotechnology Department	43,342.44
P193269	Community College League of California	SOCCCD	Annual Membership Dues FY 19-20	38,118.00
P193339	AT&T	IVC	Blanket PO for Telephone Service FY 19-20	32,000.00
P193449	Saddleback Golf Cars	SC	Wheelchair Accessible Golf Cart for Disabled Students Programs and Services	21,033.88
P193327	Adrenalin Sports Apparel	IVC	Embroidery services for Athletic Uniforms and Apparel (Multiple Sports)	18,500.00
P193243	County of Orange Auditor-Controller	IVC	Blanket PO for FY 19-20 Telecommunications	15,000.00
P193311	Pacific Coachways Charter Services, Inc.	SC	Emeritus Institute Field Trip Buses FY 19-20	15,000.00
P193577	Cox Communications, Inc.	SOCCCD	Blanket PO for Wide Access Network Lines for La Alameda FY 19-20	14,921.40
P193660	B & H Photo	SC	Student Materials for Photography	14,216.87
P193636	CI Solutions	SOCCCD	Additional Student ID Cards - CMAS Board Approved 03/25/19	12,307.21
P193455	Resilite Sports Products, Inc.	SC	Resilite Sports Flooring for PE 306	12,174.86
P193573	Fisher Scientific Company, LLC	IVC	Materials and Supplies for the Biology Program	11,401.19
P193263	Medco Supply Company	SOCCCD	Sports Medicine Equipment for Health & Wellness Center	11,131.74
P193405	Errea Sport USA Inc.	IVC	Uniforms and Apparel for Soccer/Badminton	11,006.90
P193225	S & B Foods	IVC	Refreshments for IVC 2019 Laser Day	10,988.61
P193439	WAXIE Sanitary Supply	SC	Custodial Supplies	10,500.42
P193655	Diagnostica Stago Inc.	SC	Equipment for Medical Laboratory Technicians Lab	10,339.25
P193484	S & B Foods	IVC	Blanket PO for Refreshments for ASG Pre-Fall Training and Events During Fall Semester	10,000.00
P193223	Wells Fargo #2785	SC	Google Ads for Fall 2019 Online Classes	10,000.00
P193635	Workday, Inc.	SOCCCD	Blanket PO for Workday Training On Demand Education FY 19-20	10,000.00
P193571	CDW Government LLC	IVC	Surface Pros for Research Department - FCCC Board Approved 06/26/18	9,796.63
P193326	California Community College Athletic Association	IVC	California Community College Athletic Association Membership FY 19-20	9,500.00
P193258	BSN Sports LLC	IVC	Uniforms and Apparel for Baseball	9,477.75
P193627	BSN Sports LLC	IVC	Uniforms and Apparel for Baseball	8,874.73
P193604	BSN Sports LLC	IVC	Uniforms and Apparel for Basketball	8,243.36
P193216	S & B Foods	IVC	Blanket PO for Refreshments for College-wide Events Sponsored by the President's Office	8,000.00
P193529	Advance Beauty College, Inc.	SC	Promise Program Cosmetology Kits & Uniforms	7,400.00
P193254	Orange Empire Conference	IVC	Orange Empire Conference Membership for the Athletic Department FY 19-20	7,000.00
P193630	S & B Foods	IVC	Blanket PO for Refreshments for College-wide Fall Faculty Professional Development Events	7,000.00
P193364	Medco Supply Company	IVC	Athletic Training Supplies	6,829.93
P193259	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Soccer	6,752.90
P193400	Europrint, Inc.	IVC	Outreach Marketing Materials	6,619.08
P193288	Keenan & Associates	SOCCCD	Property & Liability Claim Administration Fee	6,403.32
P193570	CDW Government LLC	SC	Wireless Mics and Adapters for AV Refresh Project - FCCC Board Approved 06/26/18	6,078.45
P193309	Fisher Scientific Company, LLC	SC	Instructional Supplies for Chemistry Laboratory Classes	6,042.54
P193599	Johnstone Supply	IVC	Blanket PO for Heating, Ventilation, Air Conditioning Building Maintenance Parts FY 19-20	6,000.00
P193257	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Basketball	5,715.92
P193245	CDW Government LLC	IVC	Mounts for New Computer Desks - FCCC Board Approved 06/26/18	5,671.96
P193441	VWR International, Inc.	SC	Instructional Supplies for Chemistry Laboratory Classes	5,439.78
P193342	BSN Sports LLC	IVC	Uniforms and Apparel for Women's Basketball	5,435.21
P193241	S & B Foods	SC	President's Catered PD Week Events, 08/13/19	5,032.20
P193334	Southern California Gas Company	IVC	Annual Gas Service for ATEP FY 19-20	5,000.00
<b>54 Purchase Orders \$5,000 and Above</b>				<b>2,791,286.17</b>
<b>518 Purchase Orders Under \$5,000</b>				<b>403,304.91</b>
<b>Total Purchase Orders</b>				<b>3,194,591.08</b>



South Orange County Community College District

Check Ratification

July 29, 2019 through August 29, 2019

<b><u>Fund</u></b>	<b><u>Checks</u></b>	<b><u>Amount</u></b>
01 General Fund	990	6,859,840.66
07 IVC Community Education	9	15,618.10
09 SC Community Education	44	129,085.00
12 Child Development	7	64,171.59
40 Capital Outlay	89	5,575,296.49
68 Self Insurance	4	23,551.77
71 Retiree Benefit	2	504,460.10
95 SC Associated Student Government	11	31,275.85
96 IVC Associated Student Government	25	73,772.18
<b>Total</b>	<b>1,181</b>	<b>13,277,071.74</b>



**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Contracts

**ACTION:** Ratification

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**BACKGROUND**

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$200,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$200,000 for public works projects and \$92,600 for equipment, supplies and maintenance projects.

**STATUS**

From July 22, 2019 through August 22, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 123 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	53	\$5,000-\$200,000	\$1,636,816.09
B	8	\$ Zero Value	\$0.00
C	8	\$15,000-\$200,000	\$327,563.89
N/A	54	Under \$5,000	\$119,931.78
TOTAL	<b>123</b>		<b>\$2,084,311.76</b>

**RECOMMENDATION**

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



**July 22, 2019 through August 22, 2019**  
**Contracts with Values between \$5,000 and \$200,000**  
**Board Date: September 23, 2019**

**CONTRACTOR NAME****CONTRACT AMOUNT**

<u>Capitol Advocacy Partners</u> Independent Contractor Agreement (Amend No. 2) – To increase contract value by \$48,000 for federal legislative advocacy and to extend term by twelve months through 6/30/2020. District Services	\$144,000.00
<u>Southwest Offset Printing</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$39,017 for the printing of additional Gaucho Guide brochures through 12/13/2020. Saddleback College	\$125,395.00
<u>Grossmont-Cuyamaca Community College District/Grossmont College</u> Subgrant Agreement – To provide activities in support of the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion funded program from 9/1/2019 to 8/31/2023. Saddleback College	\$100,000.00
<u>San Diego Community College District/San Diego Mesa College</u> Subgrant Agreement – To provide activities in support of the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion funded program from 9/1/2019 to 8/31/2023. Saddleback College	\$100,000.00
<u>Brightview Landscape Services</u> Independent Contractor Agreement – To provide landscape services for ATEP from 7/8/2019 to 6/30/2020. District Services	\$98,436.00
<u>College Board</u> Software License Agreement – Renewal of PowerFAIDS financial aid system from 9/1/2019 to 8/31/2021. Irvine Valley College	\$73,993.95
<u>Little Diversified Architectural Consulting, Inc.</u> Architectural Services Agreement – (Amend No. 1) – To increase contract value by \$3,000 from current agreement amount of \$65,000 for additional design scope for the Classroom Technology and Audio Video Refresh Project and to extend term by seven months through 3/15/2020. Irvine Valley College	\$68,000.00

<u>Pyro-Comm Systems, Inc.</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$20,000 from current agreement amount of \$40,000 for additional monitoring and testing of fire alarm systems and to extend term by six months through 12/31/2019. Saddleback College	\$60,000.00
<u>PowerSchool Group, LLC</u> Software License Agreement – Annual renewal of PeopleAdmin software for applicant tracking and position management from 12/16/2018 to 12/15/2019. District Services	\$54,527.94
<u>OCLC, Inc.</u> Software License Agreement – Annual renewal of WorldShare library management software from 7/1/2019 to 6/30/2020. District Services	\$53,717.00
<u>Blackbaud, Inc.</u> Software License Agreement – Renewal of donor award management subscription from 8/1/2019 to 7/31/2022. Saddleback College Foundation	\$50,000.00
<u>Vital Link</u> Independent Contractor Agreement – To support and coordinate industry programs during the Orange County Manufacturing Month through the Regional Strong Workforce Program from 8/16/2019 to 10/31/2019. Saddleback College	\$49,295.00
<u>S&amp;B Foods</u> Food Services Operation Agreement (Amend No. 2) – To exercise second one-year extension option and effectuate changes to contract termination provision through 6/30/2020. Saddleback College	\$48,000.00 Revenue
<u>Amtech Elevator Services</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$15,000 from current agreement amount of \$30,000 for additional maintenance and testing services and to extend term by six months to 12/30/2019. Saddleback College	\$45,000.00
<u>Jean Marie Christian</u> Educational Services Agreement – To provide art classes for the Community Education program from 8/19/2019 to 8/31/2021. Saddleback College	\$45,000.00
<u>Quick Caption</u> Professional Services Agreement – To provide captioning services for hearing impaired students from 7/1/2019 to 6/30/2020. Saddleback College	\$40,000.00

<u>WSP USA, Inc.</u> Labor Compliance Services Agreement (Amend No. 1) – No-cost amendment to extend term by 11 months for labor compliance services for the Stadium Project through 5/30/2020. Saddleback College	\$38,385.90
<u>Rancho Santiago Community College District/Santa Ana College</u> Subgrant Agreement – To provide activities in support of the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion funded program from 9/1/2019 to 8/31/2023. Saddleback College	\$34,955.00
<u>Forensic Analytic Consulting Services, Inc.</u> Professional Services Agreement (Amend No. 2) – To increase contract value by \$4,025 from current agreement amount of \$21,400 for additional environmental testing through 9/30/2019. Irvine Valley College	\$25,425.00
<u>Nancy Ewbank Miller</u> Independent Contractor Agreement – To provide consulting and professional development services for the Adult Education program from 7/2/2019 to 6/30/2020. Saddleback College	\$25,000.00
<u>Puretec Industrial Water</u> Independent Contractor Agreement – To provide parts and maintenance for reverse osmosis and deionized water systems in science labs from 7/1/2019 to 6/30/2021. Saddleback College	\$25,000.00
<u>Phoenix Group Information Systems</u> Independent Contractor Agreement – Annual renewal of parking citation processing services from 7/1/2019 to 6/30/2020. Irvine Valley College	\$23,000.00
<u>National CineMedia, LLC</u> Advertising Agreement – For on-screen movie theater advertising from 10/25/2019 to 4/30/2020. Irvine Valley College	\$20,350.00
<u>Customer Expressions Corporation</u> Hosted Services Agreement – Renewal of i-Sight application for investigation management from 6/1/2019 to 5/31/2021. District Services	\$18,480.00
<u>Avonnette Bruce</u> Educational Services Agreement – To provide kindergarten preparation classes for Community Education programs from 7/29/2019 to 8/20/2021. Saddleback College	\$15,000.00
<u>Haitbrink Asphalt Paving, Inc.</u> Field Services Agreement – To provide road repairs on 8/10/2019. Saddleback College	\$14,525.00

<u>Haitbrink Asphalt Paving Inc.</u> Field Services Agreement – For paving services for the recycling location from 8/5/2019 to 8/30/2019. Irvine Valley College	\$14,400.00
<u>C.E.M. LAB Corp.</u> Geotechnical Services Agreement – To provide consulting services for PE100 Locker Rooms Remodel Project from 7/30/2019 to 10/19/2019. Irvine Valley College	\$14,070.00
<u>Commercial Aquatic Services</u> Independent Contractor Agreement – To provide after hour pool maintenance and support services from 7/1/2019 to 6/30/2020. Saddleback College	\$14,000.00
<u>Patriot Contracting &amp; Engineering, Inc.</u> Field Services Agreement – To provide walkway scaffolding and temporary fencing outside the Learning Resources Center from 8/19/2019 to 2/19/2020. Saddleback College	\$12,982.20
<u>Latino Health Access</u> Independent Contractor Agreement – To provide parenting classes for the Foster and Kinship Care Education (FKCE) Program from 7/1/2019 to 6/30/2020. Saddleback College	\$12,160.00
<u>VenTek International</u> Independent Contractor Agreement – Annual renewal of software license for automated parking stations from 7/1/2019 to 6/30/2020. Irvine Valley College	\$11,830.70
<u>P2S Engineering, Inc.</u> Professional Services Agreement – To provide assessment of existing electrical systems in the Fine Arts Building from 8/1/2019 to 7/31/2020. Saddleback College	\$10,200.00
<u>Environmental Nature Center</u> Educational Services Agreement – To provide environmental science classes for the Community Education program from 9/3/2019 to 8/31/2022. Saddleback College	\$10,000.00
<u>Forte Designs</u> Independent Contractor Agreement – To provide customized training and advisory mentoring services from 8/1/2019 to 12/15/2019. Irvine Valley College	\$10,000.00
<u>Wired Planet</u> Professional Services Agreement – To provide website design, maintenance, and support from 7/1/2019 to 6/30/2020. District Services	\$10,000.00

<u>Blackbaud, Inc.</u> Software License Agreement – Annual renewal of donor award management subscription from 8/3/2019 to 8/2/2020. Irvine Valley College Foundation	\$9,724.05
<u>B. Braun Medical, Inc.</u> Instructional Agreement – To receive customized training in coaching, mentoring, and leadership for employees from 7/1/2019 to 9/30/2019. Saddleback College	\$9,340.80 Revenue
<u>TectaAmerica Southern California, Inc.</u> Field Services Agreement – For roof repairs on the Learning Resource Center and Student Services Center from 8/30/2019 to 12/30/2019. Saddleback College	\$9,050.00
<u>SmartBear</u> Software License Agreement – Annual renewal of AlertSite UXM application monitoring software from 9/26/2019 to 9/25/2020. District Services	\$9,000.00
<u>Penn Corporate Relocation Services</u> Task Order – For moving services to support floor replacement project in Health Sciences building from 8/8/2019 to 10/16/2019. Saddleback College	\$8,088.55
<u>Joel Rahmatulla</u> Independent Contractor Agreement – To provide as needed photography and videography services for foundation events from 8/15/2019 to 6/30/2020. Saddleback College Foundation	\$8,000.00
<u>Shaun R. Harper</u> Guest Speaker Agreement – For speaking engagement at fall 2019 President's Opening Session on 8/13/2019. Irvine Valley College	\$8,000.00
<u>The Dot Corp.</u> Independent Contractor Agreement – For printing and installation of banners from 7/24/2019 to 8/9/2019. Saddleback College	\$7,800.00
<u>Arrow Parking Lot Services, Inc.</u> Field Services Agreement – For restriping of parking lot five from 8/5/2019 to 8/23/2019. Irvine Valley College	\$7,500.00
<u>Pacific Parking Systems, Inc.</u> Independent Contractor Agreement – For annual preventative maintenance on Ventek parking permit machines from 7/1/2019 to 6/30/2020. Saddleback College	\$7,200.00

<u>South Coast Family Medical Center, Inc.</u> Independent Contractor Agreement – To provide pre-employment medical examinations as required for specific job classifications from 7/1/2019 to 6/30/2021. District Services	\$6,000.00
<u>CollegeSource</u> Software License Agreement – Annual renewal of degree audit system from 9/5/2019 to 9/4/2020. District Services	\$5,564.00
<u>Psychological Consulting Associates, Inc.</u> Independent Contractor Agreement – To provide pre-employment psychological examinations as required for specific job classifications from 7/1/2019 to 6/30/2021. District Services	\$5,400.00
<u>Westwind Sailing</u> Independent Contractor Agreement – Capri boat rentals for the Marine Science Technology Program from 7/1/2019 to 6/30/2022. Saddleback College	\$5,400.00
<u>TSG Enterprises, Inc. dba The Solis Group</u> Task Order – To provide labor compliance services for Saddleback College AV Refresh Project from 8/22/2019 to 9/30/2019. District Services	\$5,320.00
<u>Sarah Martini</u> Independent Contractor Agreement – To provide event planning services for Foundation Gala from 8/15/2019 to 9/14/2019. Saddleback College Foundation	\$5,300.00
<u>Secure Live Scan</u> Independent Contractor Agreement – To provide digital fingerprinting to complete background checks from 7/1/2019 to 6/30/2021. District Services	\$5,000.00



**July 22, 2019 through August 22, 2019**  
**Contracts with Value of \$0**  
**Board Date: September 23, 2019**

<b><u>CONTRACTOR NAME</u></b>	<b><u>CONTRACT AMOUNT</u></b>
<u>Casta del Sol HOA &amp; Powerstone Property Management</u> Facility Use Agreement – Location use of Casta del Sol for Emeritus classes from 8/19/2019 to 12/18/2019. Saddleback College	\$0.00
<u>Children's Hospital of Orange County dba CHOC Children's Hospital</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Nursing, Health Information Technology, Medical Assisting, and Paramedic programs from 8/1/2019 to 7/31/2024. Saddleback College	\$0.00
<u>Children's Hospital of Orange County dba CHOC Children's Hospital</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Nursing program and program instructor(s) from 8/1/2019 to 7/31/2024. Saddleback College	\$0.00
<u>City of Mission Viejo</u> Facility Rental Agreement – Location use of Montanoso Recreation Center for Emeritus classes from 8/19/2019 to 12/18/2019. Saddleback College	\$0.00
<u>Duke University</u> Affiliation Agreement – For mentorship of graduate nursing student in Health and Wellness Center from 6/28/2019 to 6/27/2024. Irvine Valley College	\$0.00
<u>Laguna Niguel Presbyterian Church</u> Facility Use Agreement – Location use for Emeritus classes from 8/20/2019 to 12/18/2019. Saddleback College	\$0.00
<u>Montanoso Recreation Center</u> Facility Use Agreement – Location use for Emeritus classes from 5/29/2019 to 5/28/2022. Saddleback College	\$0.00
<u>24 Hour Fitness</u> Fitness Membership Program Agreement – To provide annual employee health membership benefits from 8/27/2019 to 8/26/2020. District Services	\$0.00





July 22, 2019 through August 22, 2019

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

**Board Date: September 23, 2019**

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>Blue Violet Networks</u> Field Services Agreement – To install panic buttons.  Irvine Valley College	2  \$5,719.42	\$65,617.79	N/A	N/A	To provide and install additional receivers and duress buttons.
<u>Mark IV Communications, Inc.</u> Field Services Agreement – To install network cabling.  Saddleback College	N/A	\$59,994.09	3	3	Contract awarded to lowest responsive, responsible bidder.
<u>Otero Construction, Inc.</u> Field Services Agreement – To remodel the Career Center.  Saddleback College	1  \$1,851.00	\$47,610.49	N/A	N/A	To provide labor and materials for matching existing finishes.
<u>Signature Floors</u> Field Services Agreement – To install floors in Health Sciences Building.  Saddleback College	N/A	\$23,137.00	55	3	Contract awarded to lowest responsive, responsible bidder.
<u>Universal Flooring Systems Inc.</u> Field Services Agreement – To replace stage floor in McKinney Theatre.  Saddleback College	1  \$1,622.00	\$22,222.00	N/A	N/A	To provide labor and materials for patching and filling holes.

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>Like-Nu Concrete, Inc.</u> Field Services Agreement – To repair exterior stairs in the Learning Resource Center Building.  Saddleback College	1  \$1,438.00	\$15,823.00	N/A	N/A	To extend scope to repair stairs by the Student Services Center Building.
<u>Blue Violet Networks</u> Field Services Agreement – To install panic buttons.  Irvine Valley College	1  No cost.	\$59,898.37	N/A	N/A	To extend completion date by 90 days.
<u>Helix Electric</u> Field Services Agreement – For replacement of photovoltaic inverters at ATEP IDEA Building.  Irvine Valley College	1  No cost.	\$33,261.15	N/A	N/A	To extend completion date by 44 days.

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Annual Chancellor and Trustee Travel and Trustee Compensation

**ACTION:** Approval

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### **BACKGROUND**

On June 26, 2014, the Orange County Grand Jury published a report entitled *Community College Trustees: Responsibilities, Compensation and Transparency*. The report focused on three of the four community college districts in Orange County and called for several actions to increase transparency. Rancho Santiago Community College District was not included in the report for reasons that are not known to the other districts. South Orange County Community College District provided a response to the report on August 26, 2014.

### **STATUS**

After careful review of the report, the South Orange County Community College District trustees agreed to take action on the following items:

1. Complete a biennial ethics training program to comply with requirements set forth in California Assembly Bill 1234. Two options are available for this training:
  - Online training through the Fair Political Practices Commission (FPPC).
  - Attendance of ethics training offered at various conferences.

Board members have satisfied the ethics training requirement for the current period and are due to complete the next training cycle by June 30, 2020.

2. Report the following items annually in September during a public meeting and on the district website:
  - Annual individual travel expenditures of the chancellor and trustees. (Exhibit A)
  - The value of all district compensation received by each trustee during the previous fiscal year. (Exhibit B)

### **RECOMMENDATION**

The Chancellor recommends approval of the Report of Chancellor and Trustee Travel Expenditures for the period of September 1, 2018 through August 31, 2019 (Exhibit A) and Report of Total Annual Trustee Compensation for FY 2018-19 (Exhibit B). These reports will be posted on the district website.

Item Submitted By: *Kathleen F. Burke, Chancellor*

**Expenses for Board Members & Chancellor September 1, 2018 through August 31, 2019**  
**Prepared September 10, 2019**

<b>Name</b>	<b>Description</b>	<b>Amount Paid</b>	<b>Total by Name</b>
<b>TRUSTEE</b>			
<b>Uriarte, Martha (Student Trustee)</b>	CCLC Student Trustees Workshop in San Diego, CA	\$1,020.34	<b>\$1,020.34</b>
<b>Jay, Barbara J.</b>	OCBC Economic Forecast Conference in Irvine, CA	\$175.00	
<b>Jay, Barbara J.</b>	CCLC 2019 Effective Trustee Workshop & Annual Legislative Conference in Sacramento, CA (cancelled)	\$100.00	<b>\$275.00</b>
<b>Jemal, Timothy</b>	CCLC 2018 Annual Conference in Rancho Mirage, CA	\$1,239.05	
<b>Jemal, Timothy</b>	CCLC 2019 Annual Legislative Conference in Sacramento, CA	\$1,037.48	
<b>Jemal, Timothy</b>	OCSBA Annual Dinner Meeting in Irvine, CA	\$45.00	
<b>Jemal, Timothy</b>	OCBC Turning Red Tape into Red Carpet in Costa Mesa, CA	\$85.00	
<b>Jemal, Timothy</b>	Visits with Lobbyists in Washington, D.C.	\$28.56	
<b>Jemal, Timothy</b>	OCBC Economic Forecast Conference in Irvine, CA	\$175.00	<b>\$2,610.09</b>
<b>Lang, David B.</b>	None		<b>\$0.00</b>
<b>Milchiker, Marcia</b>	CCLC 2019 Annual Legislative Conference in Sacramento, CA	\$1,233.35	
<b>Milchiker, Marcia</b>	OCBC Economic Forecast Conference in Irvine, CA	\$175.00	
<b>Milchiker, Marcia</b>	OCSBA Annual Dinner Meeting in Irvine, CA	\$45.00	<b>\$1,453.35</b>
<b>Pendergast, T.J.</b>	Meetings with Capitol Advocacy Group in Washington, D.C.	\$276.60	
<b>Pendergast, T.J.</b>	OCSBA Annual Dinner Meeting in Irvine, CA	\$45.00	<b>\$321.60</b>
<b>Whitt, Terri</b>	CCLC 2018 Annual Conference in Rancho Mirage, CA	\$1,276.77	<b>\$1,276.77</b>
<b>Wright, Jim</b>	None		<b>\$0.00</b>
<b>Total Travel: Trustees</b>		<b>\$6,957.15</b>	<b>\$6,957.15</b>

**Expenses for Board Members & Chancellor September 1, 2018 through August 31, 2019**  
**Prepared September 10, 2019**

<b>Name</b>	<b>Description</b>	<b>Amount Paid</b>	<b>Total by Name</b>
<b>CHANCELLOR</b>			
<b>Burke, Kathleen F.</b>	CCLC 2018 Annual Conference in Rancho Mirage, CA	\$1,262.06	
<b>Burke, Kathleen F.</b>	CCLC 2019 Effective Trustee Workshop & Annual Legislative Conference in Sacramento, CA	\$1,963.74	
<b>Burke, Kathleen F.</b>	IEPI: Ready, Set, Design. Accelerating Guided Pathways to the Next Level in Burbank, CA	\$151.56	
<b>Burke, Kathleen F.</b>	IEPI: Building Diversity Summit in Los Angeles, CA	\$646.69	
<b>Burke, Kathleen F.</b>	CCLC 2019 CEO Symposium in San Diego, CA	\$1,272.55	
<b>Burke, Kathleen F.</b>	Wheelhouse Fellowship Institute in Davis, CA	\$700.20	
<b>Burke, Kathleen F.</b>	Black Chamber of Orange 35th Anniversary Celebration in Anaheim, CA	\$150.00	
<b>Burke, Kathleen F.</b>	IEPI: Connecting the Dots: Data-Informed Integrated Planning in Irvine, CA	\$75.00	
<b>Burke, Kathleen F.</b>	OCBC Economic Forecast Conference in Irvine, CA	\$175.00	
<b>Burke, Kathleen F.</b>	ACCJC Partners in Excellence 2019 in San Francisco, CA	\$1,434.20	
<b>Burke, Kathleen F.</b>	CCLC 2019 Annual Trustees Conference in Lake Tahoe, CA	\$1,640.84	<b>\$9,471.84</b>
<b>Total Travel: Chancellor</b>		<b>\$9,471.84</b>	<b>\$9,471.84</b>

**SOCccd BOARD OF TRUSTEES - ANNUAL COMPENSATION**

<b>Employee</b>	<b>Annual Salary - Schedule</b>	<b>Health &amp; Welfare Benefits</b>	<b>Total Annual Compensation</b>
Board of Trustees Member	\$ 9,450.00	\$ 25,607.00	\$ 35,057.00
Student Trustee Member	\$ 4,725.00	\$ -	\$ 4,725.00

<b>Employee</b>	<b>FYTD Compensation 2018-2019</b>	<b>Health &amp; Welfare Benefits</b>	<b>Total Fiscal Year Compensation</b>
T.J. Prendergast, III, President	\$ 7,875.00	\$ 25,629.96	\$ 33,504.96
Timothy Jemal, Vice President	\$ 9,450.00	\$ 25,632.96	\$ 35,082.96
James R. Wright, Clerk	\$ 8,662.50	\$ 25,416.00	\$ 34,078.50
Barbara J. Jay, Member	\$ 9,450.00	\$ 25,784.04	\$ 35,234.04
David B. Lang, Member	\$ 8,662.50	\$ 25,629.00	\$ 34,291.50
Marcia Milchiker, Member	\$ 8,662.50	\$ 25,528.08	\$ 34,190.58
Terri Whitt, Member	\$ 8,662.50	\$ 25,633.48	\$ 34,295.98
Evelyn Hoang, Student Member (7/1/18 - 4/30/19)	\$ 3,937.50	\$ -	\$ 3,937.50
Martha Uriarte, Student Member (5/1/19 - 6/30/19)	\$ 787.48	\$ -	\$ 787.48
	\$ 66,149.98	\$ 179,253.52	\$ 245,403.50

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Irvine Valley College: Consideration of Sabbatical Reimbursement Exception

**ACTION:** Approval

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**BACKGROUND**

The South Orange County Community College District Academic Employee Master Agreement, Article XXVI – Bonded Sabbatical and Professional Development, details the process and guidelines for sabbatical leave.

**STATUS**

The collective bargaining agreement between South Orange County Community College District (District) and the Faculty Association (FA) stipulates that faculty members granted sabbatical leave will not receive equipment, materials, travel costs, or remuneration other than the sabbatical compensation during the period of the sabbatical. The Board may, upon application, grant an exception to this provision. Exhibit A includes the background information regarding this specific request for a sabbatical reimbursement exception.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the sabbatical reimbursement exception in the amount of \$1,598.43.

## Professional Development Request Status

ID: 2597

Requisition Number:

Resource Type	Step	Status	DateTime Stamp
Hours	Post-activity	Approved	5/14/2019 10:38 AM
Reimbursement	Post-activity	Approved	5/14/2019 10:38 AM

## User Information

Requestor:	Stephen Felder	Date:	9/29/2018
Email:	sfelder@ivc.edu	Department:	Humanities
Phone:	(949)451-5311	School:	School of Humanities and Languages
Employee Type:	(949)451-5311	Fiscal Year:	2018-2019

## Activity Detail

Activity Title:	Lack Conference 2019	Activity Organizer:	Lack Society/Hugh Manon, Hilary Neroni, Jennifer Frie
Activity City:	Worcester	Activity State:	MA
Activity Description:	Lack is a collection of teachers and scholars "devoted to the promotion and development of thought in the tradition of Lacanian psychoanalytic theory and German Idealism." The conference brings together scholars and teachers to share insights in teaching, thinking, and writing about a variety of cultural products and activities from within this perspective. It will be held at Clark University. The keynote speaker will be Lee Edelman, Professor of English at Tufts University.		
Activity Link:	<a href="https://lackorg.com/2019-lack-conference/">https://lackorg.com/2019-lack-conference/</a>		
Start Date:	05/09/2019	End Date:	05/11/2019

## Request Details

Resource Type: Hours and Reimbursement

## Justification Area(s)

Participation in the conference will contribute to your staff development in which of the following area?

Description	Check all that apply
Improvement of teaching.	<input checked="" type="checkbox"/>
Maintenance of current academic, technical knowledge and skills.	<input checked="" type="checkbox"/>
In-service training for vocational education and employment preparation program.	<input type="checkbox"/>
Retraining to meet changing institutional needs.	<input type="checkbox"/>
Intersegmental exchange programs.	<input type="checkbox"/>
Development of innovations in instructional and administrative techniques and program effectiveness.	<input checked="" type="checkbox"/>
Computer and technology proficiency programs.	<input type="checkbox"/>
Courses and training implementing affirmative action and upward mobility programs.	<input type="checkbox"/>
Other activities determined to be related to educational and professional development.	<input checked="" type="checkbox"/>



## Justification Narrative

**Describe the proposed activity/conference and how your participation will contribute to your professional development.**

This will give me an opportunity to share interact with faculty from other campuses and academic disciplines who are engaged the teaching of the humanities in innovative ways.

Psychoanalysis has been central to my teaching of humanities courses since I first arrived at IVC 15 years ago. Increasingly, Lacan's theories have taken a more central place in my thought and teaching on these topics. Furthermore, our new Introduction to Cultural Studies class requires further education and training on my part to be able to address, in an up-to-date manner, modes of cultural analysis current among academic scholars. The interdisciplinary nature of Lack will also contribute to my ability to address topics within the humanities and cultural studies from a broad academic perspective.

In the CFP they list the following:

This conference hopes to bring together those interested in exploring the philosophical and cultural implications of psychoanalytic theory, especially as it relates to the question of contemporary politics [and culture] . . . the focus of the conference is psychoanalytic theory rather than practice, and theoretical papers will be privileged.

Participants can address any issues touching on Lacanian theory in the broadest sense, and the following topics are meant to be suggestive rather than exhaustive:

- \* Alienation and Separation
- \* Sexual Division
- \* The Exception and the Not-all
- \* Four discourses
- \* Objet a and visual form
- \* Home and the Unheimlich
- \* Psychoanalysis and political action
- \* Equality, feminism, and desire
- \* Separation and Immigration
- \* Transgender theory and psychoanalysis
- \* The current status of psychoanalytic film theory
- \* Seriality, the drive, and desire
- \* Intersections between psychoanalysis and critical race theory
- \* Psychoanalysis and literature
- \* Intersections between psychoanalysis and popular culture
- \* Psychoanalysis and the struggle against racism
- \* Intersection of economics and politics
- \* Psychoanalysis and media
- \* Jouissance and anxiety
- \* Psychoanalysis and the environment

\* Psychoanalysis and queer theory

### Post Activity Required Information

**How did this professional development activity benefit you, your students and/or Irvine Valley College (attach additional sheets if necessary).**

I was able to attend numerous sessions covering material related to issues of race, post-colonialism, film analysis, literary analysis, and philosophical inquiry. I was able to engage with colleagues from colleges and universities around the world regarding the current state of research in the humanities. I was able to get some good feedback and interaction in response to my own presentation.

lack-2019-conference-program-final.pdf

**What were the end products or materials from this activity?.**

I produced and delivered a presentation comparing Heidegger and Lacan's theorizations of anxiety as applied to an analysis of HBO's The Leftovers. I articulated my own theory of the relationship between anxiety, fantasy, "reality," and the (Lacanian) Real in terms of cultural production and a theory of cultural subjectivity. I took lots of notes and will be incorporating these insights into all of my courses.

That Which Deceives Not-Presentation copy.pdf

### Request for Hours

Description	Pre Activity			Post Activity		
Flex (Professional Development) Presenter Hours:	0.00	X 3	0.00	0.00	X 3	0.00
Flex (Professional Development) Participant Hours:			19.00			19.00
Total Hours Request:			<b>19.00</b>			<b>19.00</b>
Total Hours Approved:			<b>19.00</b>			<b>19.00</b>
Total Hours Not Approved:			<b>0.00</b>			<b>0.00</b>

## Request for Reimbursement

Description		Pre Activity		Post Activity
Registration Fees:		\$250.00		\$125.00
Travel Costs (Air, Train, Bus etc):		\$600.00		\$529.31
Mileage ( \$0.540 per mile):	0	\$0.00	0	\$0.00
Lodging Cost Total:		\$700.00		\$682.12
Number of Breakfasts ( \$14.00 per breakfast):	4	\$48.00	4	\$48.00
Number of Lunches ( \$16.00 per lunch):	3	\$48.00	4	\$64.00
Number of Dinners ( \$30.00 per dinner):	4	\$108.00	5	\$150.00
Other Cost Total:		\$0.00		\$0.00
Sub-Total:		<b>\$1,754.00</b>		<b>\$1,598.43</b>
Funding from Other Sources:		\$0.00		\$0.00

## Reimbursement Funding Source(s) List

☒ Professional Development Funds ☐ Grants

Comments (optional):

Total Costs:	<b>\$1,754.00</b>	<b>\$1,598.43</b>
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Total Amount Request:	<b>\$1,754.00</b>	<b>\$1,598.43</b>
Total Amount Approved:	<b>\$1,754.00</b>	<b>\$1,598.43</b>
Total Amount Pending Funds:	<b>\$0.00</b>	<b>\$0.00</b>
Total Amount Not Approved:	<b>\$0.00</b>	<b>\$0.00</b>

## Comments History

## Transaction History

Daniel DeRoulet : 5/14/2019 10:38 AM  
 Reimbursement Post-activity update approval status: Approved  
 Post-activity total amount approved: \$1,598.43  
 Post-activity total amount pending funds: \$0.00  
 Post-activity total amount not approved: \$0.00

Daniel DeRoulet : 5/14/2019 10:38 AM  
 Hours Post-activity update approval status: Approved  
 Post-activity total hours approved: 19.00  
 Post-activity total hours not approved: 0.00

Stephen Felder : 5/14/2019 9:04 AM  
 Hours Post-activity submitted  
 Reimbursement Post-activity submitted

Daniel DeRoulet : 10/1/2018 1:34 PM  
 Reimbursement Pre-activity update approval status: Approved  
 Pre-activity total amount approved: \$1,754.00  
 Pre-activity total amount pending funds: \$0.00  
 Pre-activity total amount not approved: \$0.00

Daniel DeRoulet : 10/1/2018 1:34 PM  
Hours Pre-activity update approval status: Approved  
Pre-activity total hours approved: 19.00  
Pre-activity total hours not approved: 0.00

Stephen Felder : 9/29/2018 3:38 PM  
Hours Pre-activity submitted  
Reimbursement Pre-activity submitted

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Saddleback College Extended Learning Facility Use Agreement with Capistrano Unified School District (CUSD)

**ACTION:** Approval

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### **BACKGROUND**

In 2013-2014, AB 86 outlined the expectation to create consortiums between K-12 districts and community college districts to coordinate Adult Education Programs which led to the development of the South Orange County Regional Consortium (SOCRC). As part of the SOCRC implementation plan, during the 2015-2016 academic year, Capistrano Unified School District (CUSD) initiated the transition of their Adult Education Program operations to Saddleback College, the lead community college for the southern area SOCRC. As part of the transition and implementation of the southern area SOCRC Adult Education Program, CUSD offered the continued use of their facilities at no cost to provide continuity in programming.

### **STATUS**

After three years, the transition of CUSD's Adult Education Program to Saddleback College is complete. The negotiation of the Off-Site Facilities Use Agreement to secure ongoing usage of the CUSD facilities for continued programming as part of the SOCRC plan is complete. The new Off-Site Facilities Use Agreement is estimated at a total contract value of \$346,500 for the entirety of the agreement term starting July 1, 2019 through June 30, 2024 as seen in EXHIBIT A.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Off-Site Facility Use Agreement with the Capistrano Unified School District for a five-year total of \$346,500 from July 1, 2019 through June 30, 2024.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### OFF-SITE FACILITY USE AGREEMENT

This Agreement ("Agreement") is between **South Orange County Community College District on behalf of Saddleback College** ("SOCCCD"), and **Capistrano Unified School District** ("CUSD"). SOCCCD and CUSD are also referred to collectively as the "Parties", and individually as "Party".

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

1. **Purpose Of Use:** SOCCCD desires use of CUSD's facility for the purpose of: providing adult education classes. CUSD to allow use of office spaces, classrooms, labs, restrooms, equipment, and custodial supplies.

2. **Location:**

Various School Sites within Capistrano Unified School District – 14 Classrooms (To Be Determined)

3. **Term:** This Agreement shall commence on **July 1, 2019**, and shall continue in full force and effect thereafter until and including **June 30, 2024** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

Day/Dates: Regular School year including summer

Time: All day for office facilities and 8:00 am to 9:00 pm for classroom facilities based on the school site and mutual agreement of both parties.

4. **Termination:** Either party may terminate this Agreement at any time by giving each other 120 day notice, provided that the termination shall be effectuated at the end/completion of the then current term/semester. The Agreement may also be terminated sooner subject to SOCCCD's availability of funding and allocation.

5. **General Conditions:** SOCCCD desires to use CUSD's facility; and in consideration of the promises made and intending to be legally bound, the CUSD and SOCCCD agree to the Terms and Conditions as set forth herein, and to any Addendum made a part hereof. The CUSD assumes no liability or responsibility for any personal property of SOCCCD or of its governing board, officers, employees, agents, representatives, guests, or invitees of SOCCCD, brought on to the premise during the term of this Agreement. CUSD agrees that in the event this Off-Site Facility Use Agreement is canceled by SOCCCD, or due to SOCCCD's failure to meet Agreement requirements, refund of all unused portions of the fees shall be returned to SOCCCD within thirty (30) days. Any amendments to this Off-Site Facility Use Agreement shall be made in writing at least sixty (60) working days by both Parties.

If applicable, all rights of any kind in and to all the photographs, motion pictures or videotapes obtained from the exercise of the permission herein granted (and any negatives, prints, or duplicates thereof) shall remain vested with SOCCCD.

6. **Fees:** For use of facilities fees shall be computed as below:

Rental Breakdown and Calculations		
Room (including office facilities) rate not including custodial supply reimbursement	\$19.22/day	
Custodial supply reimbursement rate per room per day (\$4500 per year) <sup>1</sup>	\$0.78/day	
<b>Rate per room per day including custodial supply reimbursement<sup>2</sup></b>	<b>\$20.00/day</b>	
Rent computed per year:		
Average Days	210/year	
<sup>3</sup> Average Rooms (including office facilities)	14/day	
Room Rate per day for 14 classrooms		\$280/day
<sup>4</sup> Rate per day for Custodial Services		\$50/day
Total Rate per day		<b>\$330/day</b>
<sup>5</sup> Rate per year (210 days) for 14 classrooms		<b>\$69,300/year</b>

<sup>1</sup> The rates include \$4,500 per year for custodial supply reimbursement.

<sup>2</sup> **Rate per room per day including custodial reimbursement is set at \$20.00 for the term of the contract and shall be the basis of computation for all additional room requests.**

<sup>3</sup> **Office facilities account for the equivalent of three classrooms**

<sup>4</sup> Rate per day for Custodial Services shall be a fixed fee per day, regardless of the number of rooms, based on the 14 total classrooms contemplated herein.

<sup>5</sup> Rate per year (210 days) includes regular school year and summer.

**6.1 Payment of Fees:** The above computed fees shall be paid annually at the completion of each six month term. Depending on usage, the above fees shall be adjusted for each six month period to factor the increased or decreased use of facilities. The rate per day shall be the basis of calculation for all increase or decrease in the number of rooms requested any time during the term of the agreement. Should SOCCCD need additional rooms and contingent on availability of space, CUSD shall in good faith accommodate SOCCCD's request for additional rooms at the rate of \$20 per room per day as computed in the above section. If the number of additional rooms exceeds 20 rooms, the Parties shall mutually consider and agree upon an appropriate adjustment to the Custodial Services fee.

7. **Custodial Support and Services:** CUSD shall provide, on an ongoing and consistent basis, sufficient number of custodians through the term of Agreement to perform the following:

- SOCCCD-utilized facilities that include, but are not limited to, classrooms, office spaces, common spaces and restrooms shall be cleaned, fully stocked as applicable and ready for SOCCCD's use Monday through Thursday.
- Classroom set-up will be the sole responsibility of SOCCCD.

8. **Use of Facilities:** SOCCCD understands and acknowledges that CUSD maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities. SOCCCD agrees that it shall obtain the prior written approval of any alterations, additions, "set dressing," or other modification(s) to facilities, whether temporary or permanent, are undertaken. SOCCCD understands and agrees to restore any modifications to their original condition.

9. **Condition of Location:** Prior to use of facility, representatives of SOCCCD and CUSD shall inspect the location(s), noting any problems, cleanliness, defects, or extraordinary wear and tear that may exist at each facility. At the conclusion of use of facility, representatives of SOCCCD and CUSD shall re-inspect each location to establish the condition thereof. CUSD to ensure areas assigned to SOCCCD are clean prior to the start of each day the program is in session. SOCCCD shall ensure that the facilities are returned to each party in a clean and usable condition after every use.
10. **Notice:** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

**SOCCCD:** South Orange County Community College District  
Priya Jerome, Executive Director, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

**CUSD:** Capistrano Unified School District  
John Forney, Chief Facilities Officer  
33122 Valle Road  
San Juan Capistrano, CA 92675  
949-234-9543 / jgforney@capousd.org

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

11. **Hold Harmless and Indemnification:** Each party to this agreement shall defend, indemnify, hold harmless the other party and its officers, officials, board members, directors, agents employees, volunteers and owners from and against any and all demands, claims, causes of action, proceedings, awards, fines, judgements, penalties, injury or damages to persons or property, losses and liabilities, costs and expenses, including reasonable attorney's fees (collectively "Claims"), but only in proportion to and to the extent such damages are caused by the indemnifying party's negligence or willful misconduct in connection with all terms and conditions under this Agreement. The provision of this paragraph shall survive the expiration or termination of this Agreement.

Parties shall give each other prompt written notice of any claim, suit, or demand arising from the obligations of this Agreement. Each party agrees, at the other's request to reasonably assist, cooperate with and/or participate with the other or its attorneys in any such action versus a third party.

The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.



12. **Insurance:** SOCCCD and CUSD agrees to maintain, in full force and effect the following insurance coverages from self-insurance or an admitted carrier in the State of California with an A.M. Best Rating of A-VII or higher: (i) Commercial General Liability with coverage including bodily injury, broad form property damage, and blanket contractual liability with a per occurrence limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) general aggregate; (ii) Automobile Liability covering "Any Auto" with a per occurrence limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) general aggregate; (iii) Workers' Compensation insurance as required by the State of California; and (iv) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) for Each Accident, Disease - Each Employee, and Disease - Policy Limit.

SOCCCD and CUSD's liability insurance coverages/policies shall name the other party as an Additional Covered Party/Insured.

SOCCCD and CUSD shall deliver Certificates(s) of Insurance along with a copy of the Additional Insured Endorsement, when requested by either party, at least 48-hours upon request.

13. **Improvements to Property:** Upon SOCCCD's written request for property improvements such as structural, non-structural, furniture, fixtures and equipment, infrastructure etc. the CUSD shall make a good faith effort to fulfill all requested accommodations. The CUSD shall provide a financial estimate of the requested improvements to SOCCCD. Upon mutual agreement and the written approval of SOCCCD, the CUSD shall fulfill all requested improvements. All property improvements shall be subject to the availability of California Adult Education Program (CAEP) funding and approval from the South Orange County Regional Consortium (SOCRC). CUSD shall work closely with SOCCCD to ensure all requested improvements are made and fulfilled within a reasonable timeline of such request. CUSD shall meet or exceed the requirements and specifications for the requested improvement and shall ensure adherence to all codes, regulations and ordinances as applicable to a California public educational institution. The CUSD shall invoice SOCCCD the actual cost as incurred for such improvement as a pass through cost. These invoices shall be paid by SOCCCD in net 45 days.
14. **Shared Use of SOCCCD Resources:** Upon mutual agreement of the parties, in situations where SOCCCD purchases and/or pays for furniture, fixtures and equipment (referred to as resources for the purposes of this section) for its intended use, SOCCCD may permit the CUSD to use such resources as **shared use** (contemplated or real). Such shared use shall be upon those terms and conditions agreed upon between SOCCCD and CUSD. Upon termination or non-renewal of this Agreement, SOCCCD shall be the sole owner of the resources and shall have the discretion to manage the said resources in accordance with SOCCCD policies and procedures.
15. **Non-Assignability:** This Agreement may not be assigned without prior written consent of CUSD, which consent may be withheld by CUSD in its sole and absolute discretion.
16. **Choice Of Law And Venue:** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.
17. **Entire Understanding:** This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

18. **Statement of Information:** The undersigned, as a duly authorized representative for South Orange County Community College District, states that to the best of his/her knowledge the CUSD's property for use by which Agreement is hereby made, will not be used for or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of SOCCCD and bind SOCCCD to the terms of this Agreement. I understand and agree to all terms, conditions Rules and Regulations in this Agreement.

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

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature of Authorized Representative

BY: \_\_\_\_\_  
Signature of Authorized Representative

Print Name: \_\_\_\_\_

Print Name: Ann-Marie Gabel

Print Title: \_\_\_\_\_

Print Title: Vice Chancellor, Business Services

Date: \_\_\_\_\_  
Phone # \_\_\_\_\_  
and Email: Phone No. / Email

Date: \_\_\_\_\_  
Phone # \_\_\_\_\_  
and Email: (949) 582-4850 / PJerome@socccd.edu

Initiating Department: Community Education

Contact Name: Karima Feldhus

Phone & Email: 949-582-4326 / KFeldhus@saddleback.edu

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Study Abroad Program to Santander, Spain, from July 3, 2020 to August 2, 2020

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. The college has conducted very successful study abroad programs during the spring semesters in Santander, Spain since 1993. Study abroad programs are authorized under Title 5, CCR § 55220.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program Spanish Language Studies in Santander, Spain during the summer 2020 session from July 3, 2020, to August 2, 2020. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$4,850, without airfare, per student for 10 to 15 students, or \$4,700, without airfare, per student for 16 or more students. T&E is the only vendor that met all of the required specifications. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Travel Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program Spanish Language Studies in Santander, Spain in the summer of 2020 as summarized in EXHIBIT B, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

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

Study Abroad Narrative  
Santander, Spain, Summer 2020

Saddleback College has offered the Santander, Spain Study Abroad Program for twenty-six consecutive years. In summer 2020, a group of 10 or more students will study Spanish language, culture, and history from July 3, 2020 through August 2, 2020. Fourteen students participated in summer 2019. The faculty advisor will accompany the students on their arrival flight, as well as the duration of the program in Santander.

Students will enroll in a minimum of 8 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The average number of units taken per student in summer 2019 was 10 units. The program includes more than 40 weekly hours of instruction in addition to Saturday and Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home-stays, including meals. The faculty advisor will be provided a single room for two nights in a hotel in Madrid (arrival night and departure night) and a one bedroom apartment while in Santander and is responsible for meals. All accommodations are within easy walking distance from Colegio Miguel de Unamuno.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

[illegible]

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
Course No.:	Course Title:						No. of Units
SPAN 1	Elementary Spanish						5
SPAN 2	Elementary Spanish						5
SPAN 3	Intermediate Spanish						5
SPAN 4	Intermediate Spanish						5
SPAN 6	Intermediate Spanish Grammar & Composition						3
SPAN 10	Intermediate Conversational Spanish						3
SPAN 20A	Civilization of Spain Through 1898						3
SPAN 20B	Civilization of Spain 1898 to Present						3
SPAN 11	Advance Conversational Spanish						3
ART 4	Foundations of Art						3
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						10	
Minimum number of units:						8	
Maximum number of units:						14	
If this is a repeat program site, what is the average number of units taken per student?						11	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$ 4,850.00	
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						\$ 156.45	
College:							
Additional costs to the District?				Yes:		No:	X
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$ N/A	
Other Costs						\$ 0	
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
Optional excursions, field trips, tours, and extra-curricular activities.							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Excursions	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization	Civilization	Civilization	Civilization	Civilization	Civilization
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art
8 p.m.	Classes	Classes	Classes	Classes	Classes	Classes	Classes
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					
<b>8. ATTACHMENTS</b>							

9. REQUIRED SIGNATURES

Chavez

Lead Faculty Member

June 10, 2019

Date

Chavez

Department Chair

June 10, 2019

Date

Kevin O'Connor

Division/School Dean

6-10-19

Date

Brown

Vice President, Instruction

7/15/19

Date

[Signature]

College President

8/6/19

Date



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**STUDY ABROAD  
TRAVEL CONTRACTOR AGREEMENT**

***Summer 2020 Study Abroad in Santander, Spain  
General Terms and Conditions***

This Agreement is made this 24<sup>th</sup> day of September, 2019 between the South Orange County Community College District (Saddleback College), located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel & Education ("TRAVEL CONTRACTOR") located at 1055 Mill Creek Drive, Feasterville-Trevoze, PA 19053 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled "SPECIFIC DETAILS".

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT'S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College", as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
- D. **PAYMENT BY TRIP PARTICIPANTS** – All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.



TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. **RESTRICTION ON TRIP PARTICIPATION** – All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. **AGREEMENT WITH TRIP PARTICIPANTS** – TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.
- G. **STUDY ABROAD CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

- H. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.
- J. **CANCELLATION, SUSPENSION, AND REFUNDS**
1. **Cancellation by Trip Participant**
- TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.
- a. Should a trip participant withdraw from the Study Abroad Trip **on or before the "Date of Initial Deposit Due"**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.
- b. Should a trip participant withdraw from the Study Abroad Trip **after the "Date of Initial Deposit Due" and on or before the "Final Payment Due Date"**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.
- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the "Final Payment Due Date"**, the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip **by the “Date of Initial Deposit Due”**, District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason **prior to the time of its scheduled departure**, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
  - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
  - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
    - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or
    - b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

- K. **INDEMNIFICATION** – To the fullest extent of the law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees that may be brought against the DISTRICT. This includes actions filed against the DISTRICT by, but not limited to trip participants, TRAVEL CONTRACTOR'S employees, or any party's heirs, executors, administrators or assigns, which may arise from TRAVEL CONTRACTOR'S errors and omissions, breach, negligence, or willful misconduct in connection with TRAVEL CONTRACTOR'S operations, performance, or activities under this agreement.

DISTRICT shall not be indemnified for any claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees as a result of the DISTRICT'S sole negligence or willful misconduct.

- L. **TRAVEL CONTRACTOR INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other general trip insurance benefits as specifically set forth in "SPECIFIC DETAILS". If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.
- M. **CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum single limit of liability of \$5,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.
- N. **TRIP PARTICIPANT INSURANCE/COVERAGE** – TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:

- Accidental Death and Dismemberment
- Medical
- Chiropractic Care
- Mental and Nervous - Inpatient and Outpatient
- Pre-Existing Conditions
- Emergency Medical Reunion
- Trip Delay
- Trip Interruption
- Trip Cancellation and Cancel for Any Reason
- Emergency Medical Evacuation
- Repatriation
- Security Evacuation

O. **TRAVEL CONTRACTOR REGISTRATION** - Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.

P. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION**

1. TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel and shall indemnify the DISTRICT for all actions taken by Service Provider Trip Personnel during the Study Abroad Trip, as set forth in the Indemnification provision reflected in Section 12 of this Agreement. District's review of Service Provider Trip Personnel shall in no way limit the indemnification obligations of Service Provider and/or TRAVEL CONTRACTOR. TRAVEL CONTRACTOR shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.
2. Service Provider shall ensure at least one member of the Service Provider Trip Personnel is available to be present with the Trip participants as defined in and all trip participants are provided with an emergency contact to call in case of emergency. The emergency

contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.

- Q. **EXCLUSIVITY** – This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.
- R. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.
- S. **TERMINATION** – Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT’S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse District for all associated costs incurred as a result of Service Provider’s failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold District harmless for any claim, damage, or action arising out of Service Provider’s failure to meet its duties and obligations under this Agreement or arising from the District’s termination of this Agreement.
- T. **NON-DISCRIMINATION - TITLE IX COMPLIANCE** – TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. **WAIVER** – Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. **SEVERABILITY** - If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. **INDEPENDENT CONTRACTOR** – Service Provider is retained as an independent contractor. Service Provider and all of Service Provider's officers, employees, and agents are not officers, employees, or agents of District.
- Y. **ENTIRE AGREEMENT/AMENDMENT** – The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by DISTRICT'S Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the DISTRICT with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
- Z. **STANDARD OF CARE AND PROFESSIONAL CONDUCT** – The TRAVEL CONTRACTOR will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The TRAVEL CONTRACTOR will furnish, at its expense, those services that are set forth in this Agreement and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires

the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR'S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR'S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled "SPECIFIC DETAILS", a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR'S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT'S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the "SPECIFIC DETAILS" of the Exhibit.

AA. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

BB. **APPROVAL BY DISTRICT'S BOARD OF TRUSTEES** – Pursuant to California Education Code 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until DISTRICT'S Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

CC. **COMPLIANCE WITH APPLICABLE LAWS** – TRAVEL CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now and may in the future become applicable to TRAVEL CONTRACTOR, TRAVEL CONTRACTOR'S business, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

DD. **JURISDICTION** – TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

(SIGNATURES TO FOLLOW)



IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

**TRAVEL CONTRACTOR:**

**Travel & Education**

Date: \_\_\_\_\_

By: Patrizia D'Adamo  
*Name of Authorized Representative*

Title: T&E Director of U.S. Operations

Address: 1055 Mill Creek Drive  
Feasterville-Treose, PA 19053

Phone: (215) 396-0235

**DISTRICT:**

**South Orange County Community College District**

Date: September 24, 2019

By: Ann-Marie Gabel  
*Name Authorized Representative*

Title: Vice Chancellor of Business Services

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664



## SPECIFIC DETAILS

### PROPOSAL FOUR (4) WEEK IMMERSION PROGRAM SUMMER 2020 SOCCCD - SADDLEBACK COLLEGE T&E Accredited Language and Culture Institute

#### **SANTANDER, Spain**

#### **PROGRAM DATES:**

*\*Dates can be modified up to application deadline date.*

US Departure:	Friday, July 03, 2020
Arrive in MADRID and overnight	Saturday, July 04, 2020
Transfer to SANTANDER	Sunday, July 05, 2020
Program dates	Monday, July 06, 2020 To Friday, July 31, 2020
Transfer to MADRID and overnight	Saturday, August 01, 2020
Transfer to MAD Airport and return to US	Sunday, August 02, 2020

#### **PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:**

- **24 hour / 7 day on-site services of a T&E Coordinator for the duration of the program.**  
SADDLEBACK COLLEGE - SOCCCD'S assigned point person with presence during all group activities and available 24 hours for all group needs.
- **Group flight reservation for roundtrip from Los Angeles Airport (LAX) to Madrid** with one stop and round-trip —\*ONLY AVAILABLE ONCE THE GROUP REACHES 10 PAYING PARTICIPANTS and will be paid for separately. See below.
- **Two (2) nights in Madrid** – one (1) upon arrival and one (1) before departure for US (triple occupancy) with breakfast.
- **Tapas tour in the evening upon arrival in Madrid**
- **Roundtrip group transfers by private bus:** Madrid – Santander -- Madrid
- **Airport transfers at beginning and end of program:** Barajas airport - Madrid hotel - Barajas airport
- **Accommodation in SANTANDER with Spanish families** (2 students per homestay sharing a double room).
- **Three meals per day, 7 days per week, plus a weekly laundry service** (additional washes may be arranged with the homestay family for an extra cost).
- **An orientation program in SANTANDER** consisting of an orientation meeting with a T&E representative, local area information, and a walking tour of SANTANDER.
- **Reception and Farewell dinners.**
- **Spanish language immersion courses at the Colegio Miguel de Unamuno. Five (5) hours of immersion daily, 5 days a week (M-F) from 9am to 2pm. TOTAL 100 hours of immersion.**  
Level of proficiency and courses to be determined upon completion of on-site placement test.  
All course materials included and tutoring if necessary.
  - **All instructors will follow the Saddleback College Curriculum of Record and course syllabi for the following classes:**
    - SPAN 1 - Elementary Spanish (5 units)
    - SPAN 2 - Elementary Spanish (5 units)
    - SPAN 3 - Intermediate Spanish (5 units)
    - SPAN 4 - Intermediate Spanish (5 units)



- SPAN 6 - Intermediate Spanish Grammar & Composition (3 units)
- SPAN 10 - Intermediate Conversational Spanish (3 units)
- SPAN 20A - Civilization of Spain through 1898 (3 units)
- SPAN 20B - Civilization of Spain 1898 to Present (3 units)
- SPAN 11 - Advanced Conversational Spanish (3 units)
- Art 4 - Foundations of Art (3 units)
- All instructors will be pre-vetted and approved by the Saddleback College instructor of record and division dean, 4 weeks prior to the start of the Program.
- At any time during the Program, should a substitute instructor be required for any reason, the Saddleback College instructor of record shall be notified immediately.
- The Saddleback College instructor of record and division dean will review and approve any substitute instructors or replacements that may be needed during the Program.
- *All on-site instructors will have been cleared in **spainwise.net**, the criminal record checking system in Spain.*
- **All of the necessary class materials** (textbooks, photocopies and classroom handouts as well as complementary folder).
- **Social and cultural program** including events such as visits to local museums, tapas tours, Mediterranean style cooking classes, flamenco dance lessons, walking visits to local places of interest, lectures on Spanish culture, art and/or literature, viewing of Spanish films, etc...
- **Four (4) Excursions** will be included along with group transportation by private bus, hotel accommodations with breakfast (where applicable), and sightseeing tour of the various cities with entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Following are possible locations and inclusions:
  - **Santander**
  - **Santillana del Mar and Comillas**
  - **Valle del Pas and Bilbao**
  - **Picos de Europa**
- **\$50 non-refundable application fee.**
- **\$80 USD per student** for expenses in Madrid (tapas)
- **Unlimited access to computer lab with free email, printing and internet facilities.**
- **Medical and accident insurance coverage** in Spain during the duration of the program.
- **Local T&E office facilities with classroom space and local staff** available during regular office hours in Spain (9am-2pm and 5pm-8pm)

#### **VALUE ADDED BENEFITS**

- **Phone card with 200 minutes** for calls to the US for each student.
- **US Liability Insurance Policy** under which SADDLEBACK COLLEGE - SOCCCD will be named coinsured for the duration of the program. Certificates sent upon request.
- **Comprehensive Study Abroad Insurance Coverage:** Accident and Sickness, Trip cancellation and interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and dismemberment, Mobile App/24 hour assist, Compassionate visit, Administrative/Faculty Replacement. Additional fee may apply. See below for details.
- **US Embassy** registration for each student for the program period
- **Accounting / billing** services in the U.S.
- **Pre-departure information services and a TOLL-FREE contact number in the U.S.**
- **24 hour contact number** for emergency or for **after-hours support** for participants in programs outside the EST time zone.
- **Disciplinary and Safety Controls** for under-aged participants through special family assignments, curfew enforcement, zero-tolerance for substance abuse and documented warning protocols.
- **Full color comprehensive "T&E Acceptance and Orientation Packet"** and additional promotional materials including flyers and posters for university wide promotions.
- **Advance planning services** offered by our **T&E** office in Philadelphia.
- **Promotional digital PDF** version of flyer for reproduction by SADDLEBACK COLLEGE - SOCCCD.



- **Promotional presentations / orientations** at SADDLEBACK COLLEGE - SOCCCD campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

#### **FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:**

Target enrollments below with pro-rated scale pricing will include benefits for one (1) faculty member or administrative visit listed below:

- **Roundtrip flights between Orange County, CA and Madrid** on the scheduled group flight.
- **T&E can arrange air travel for faculty companions** if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach T&E by March 23, 2020, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- **T&E will provide the SOCCCD faculty member with housing** in a single room in the hotel in Madrid (arrival night and 1 night prior to departure) and ONE bedroom apartment while in Santander.
- **A pay-as-you-go mobile phone** will be provided for accompanying faculty with courtesy credit of 100 €
- **Local Medical insurance** for the duration of the program while on Spanish soil.
- **Inclusion in Comprehensive insurance policy** as mentioned above.
- **Use of office space** with internet / phone / fax as well as copy machines.
- **Use of classroom space** for group meetings or for the teaching of predetermined SADDLEBACK COLLEGE - SOCCCD course(s). *Limit two (2) hours a week for this offer. Additional hours negotiable.*
- **Full participation on all activities** scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

*For group participation in summer programs the faculty benefits listed above will be for the entire program period. For long-term group participation faculty benefits will be for a period of one (1) week during the group program period. Faculty benefits are paid in full for an enrollment of specified paying participants as listed below, or pro rata for a lower enrollment.*

*Provided classroom space will be limited to (2) two hours per week. Additional time can be solicited for a supplemental fee. Students need not participate in the same program in order to be included in the minimum number of participants however they must be participating during the same program period with the same or similar dates.*

#### **PROGRAM OPTIONS AND FEES:**

- **\$4850** US Dollars per participant for an enrollment of **10-15 paying student participants** with ONE (1) faculty administrative visit.
- **\$4700** US Dollars per participant for an enrollment of **16 or more paying student participants** with ONE (1) faculty administrative visit.

*These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate.*

\*TARGET enrollment.

Students can enroll on an individual basis for participation in any program however for one (1) administrative visit with full benefits as outlined in the previous section, the minimum group participation must be reached.

#### **GROUP FLIGHT COMPONENT**

**IMPORTANT NOTE--The group flight is not included in the program fee above and must be paid separately:**

- **Group flight Reservations:**

T&E offers the option for group flight reservations to ensure your group will travel together.

**SADDLEBACK COLLEGE – SOCCCD** will need to meet a minimum sustained enrollment of **ten (10)** **paying participants in order to qualify.** If you choose this option,

- A group of ten (10) must be reached by **Friday, April 03, 2020.**
  - Students must apply to the T&E program by **Friday, April 03, 2020.**
  - A maximum of 15 seats will be held for this group. Additional seats must be contracted separately and may carry a higher cost.
  - **Once applied, everyone will be supplied with a link for T&E flight portal where they can visit to purchase their individual airline ticket.**
  - \*Contracted price per ticket will be made available once the group reaches minimum.
- Students who do not reserve airfare through the suggested student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. **IMPORTANT NOTE:** ***Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.***

#### **NOT INCLUDED IN PROGRAM FEES:**

- Airline fees and fuel surcharges
- Mandatory **\$125** refundable damage deposit to be collected from each student and returned to each individual student by T&E Philadelphia office upon completion of program if no damages are reported. If the institution is being invoiced for the entire group there will be a flat charge of \$1000 for groups with up to 15 students.
- Faculty compensation
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

#### **OPTIONAL COMPONENTS:**

- Single room supplement: \$200 for short term. *This applies only to the homestay component of the academic program.*

#### **PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP**

(This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE - SOCCCD)

- **T&E** would require SADDLEBACK COLLEGE - SOCCCD to instruct students to apply to the appropriate program via the provided link below.
  - [2020 Online Student Application link for SADDLEBACK COLLEGE - SOCCCD Spain Program](#)
- **A total deposit per student of \$700** (\$450 non-refundable program deposit plus airfare deposit of \$250) **must be collected and sent to the T&E office along with a group roster** (student names and emails) by **February 28, 2020.** Penalties apply to changed program bookings after this date.
- **Students must purchase the airfare by: TBA**

- **T&E will bill students directly** who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. **All T&E invoices are sent via email only.** Please contact T&E if a hard copy invoice is required.

- **Payment Schedule:**

Payment	Date	Amount Due
<b>Deposit</b>	<b>February 28, 2020</b>	<b>\$700</b>
<b>1<sup>st</sup> Installment</b>	<b>March 22, 2020</b>	<b>\$1500</b>
<b>2<sup>nd</sup> Installment</b>	<b>April 19, 2020</b>	<b>\$1500</b>
<b>Final Payment</b>	<b>May 17, 2020</b>	<b>Final payments due</b>

- Students applying after **Friday, April 03, 2020** can only be accepted on a space-available basis and will be enrolled in a land-only program. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.
- **The assigned SADDLEBACK COLLEGE - SOCCCD accompanying program director must fill out an online form no later than Friday, April 03, 2020.** Administrative will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: [T&E Accompanying Faculty Application](#). Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. **From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.**
- The school administration and SADDLEBACK COLLEGE - SOCCCD will promote the program on an appropriate institutional website listing or through the various available institutional outlets in order to ensure student awareness of the program offering at SADDLEBACK COLLEGE - SOCCCD.
- T&E will be invited to present programs to SADDLEBACK COLLEGE - SOCCCD's students and parents on predetermined and agreed upon dates during strategic periods of each academic term and will be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person we will offer other options via video conferencing platforms.

### **REFUND POLICY**

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

If participant withdrawals in writing...	he / she receives...
on or before <b>Friday, February 28, 2020</b>	A refund of all fees paid less \$450 non-refundable application fee plus any additional non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student
After <b>Friday, February 28, 2020</b> but before <b>Friday, March 27, 2020</b>	A refund of all fees paid less \$450 non-refundable application fee plus an additional \$250 airline deposit as well as any additional non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student.
After <b>Friday, March 27, 2020</b> but before <b>Friday, April 24, 2020</b>	A refund of all fees paid less \$450 non-refundable application fee plus an additional \$250 airline deposit and \$1000 processing and insurance plus any other fees incurred by T&E on the students behalf.

After <b>Friday, April 24, 2020</b>	No refund
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- Once the program has begun students withdrawing receive no refund unless **T&E** suspends the program.
- It is understood that SADDLEBACK COLLEGE - SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by **Friday, May 01, 2020**
- **Force Majeure:** The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach. In the event a US Department of State travel warning is issued advising against travel to Spain, SADDLEBACK COLLEGE - SOCCCD may refrain from sending students to Spain and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain or to leave the country if they are already there, **T&E** will:
  - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
  - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to **T&E** for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- **Loyalty Clause:** As part of the terms of this proposal, SADDLEBACK COLLEGE - SOCCCD will not actively seek out or accept any offer of a direct relationship with any of the academic institutions or organizations who partner with T&E in Spain to supply academic and/or other services as part of the T&E provided program for the next 3 terms starting from the effective date of this contract.

### **ADDITIONAL CONSIDERATIONS**

If participants are taking immersion courses, each student must take a placement test which will be provided online prior to departure and/or by the host institution at the beginning of the academic program to determine the linguistic ability of the student and they will be placed in accordance to their level. This implies that not all of SADDLEBACK COLLEGE - SOCCCD students will be in the same language classes for the duration of the program. This also implies that if the student is not at the necessary level of proficiency to be accommodated in his/her chosen course options they may not be admitted into those courses and, in turn, be offered appropriate courses for their determined level of proficiency.

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.

The present proposal is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present proposal will be valid for the **2020 academic term** with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE - SOCCCD will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE - SOCCCD students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.



**ACCEPTANCE OF PROPOSAL**

**Travel & Education** requires written acceptance of this proposal by **Friday, January 31, 2020** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to **Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053** or by fax to 215-396-0236. Should a signed proposal not be submitted by the specified due date above and SADDLEBACK COLLEGE - SOCCCD subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this proposal will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED BY \_\_\_\_\_ (please print)  
Name of Authorizing Representative SADDLEBACK COLLEGE - SOCCCD

\_\_\_\_\_  
Signature Authorizing Representative SADDLEBACK COLLEGE - SOCCCD

DATE \_\_\_\_\_



**Spain**

Kingdom of Spain





Exercise increased caution in Spain due to **terrorism**.

Terrorist groups continue plotting possible attacks in Spain. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to Spain:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#)  and [Twitter](#) .
- Review the [Crime and Safety Report](#) for Spain.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

*Last Update: Reissued after periodic review without changes.*

**Embassy Alerts**  
Messages

[Security Alert – U.S. Embassy Madrid, Spain](#) Tue, 02 Jul 2019

[Message for U.S. Citizens: Upcoming Event Alert – Consular Staff in Santiago de Compostela, June 24-26, 2019](#) Mon, 03 Jun 2019

[Upcoming Event Alert – Consular Staff in Menorca, June 6, 2019](#) Thu, 23 May 2019

[Message for U.S. Citizens: Save the Date – Town Hall Meeting in Palma de Mallorca with the Consul General](#) Wed, 22 May 2019

[View Alerts and Messages Archive](#)

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** [SOCCCD: Study Abroad Program to Salamanca, Spain, from February 14, 2020 to April 25, 2020 ]

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. The college has conducted very successful study abroad programs during the spring semesters in Salamanca, Spain since 1998. Study abroad programs are authorized under Title 5, CCR § 55220.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program Spanish Language Studies in Salamanca, Spain during the spring 2020 semester from February 14, 2020 to April 25, 2020. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$6,600, without airfare, for 12 to 18 students, or \$6,300, without airfare, per student for 19 to 24 students. T&E is the only vendor that met all of the required specifications. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Travel Contractor Agreement is provided in EXHIBIT C, which include evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E, which does not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Spanish Language Studies in Salamanca, Spain in the spring of 2020 as summarized in EXHIBIT B, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

Study Abroad Narrative  
Salamanca, Spain, Spring 2020

Saddleback College has offered the Salamanca, Spain Study Abroad Program for 21 consecutive years. In spring 2020, a group of 12 or more students will study Spanish language, culture, and history from February 14, 2020 through April 25, 2020. There will be two faculty advisors. The primary faculty advisor will address all program duties up to and including accompanying the students on their arrival flight, as well as one week in Salamanca. The secondary faculty advisor will be onsite in Salamanca, supporting the students and supervising all instruction.

Students will enroll in a minimum of 11 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel de Unamuno will teach the courses, adhering to Saddleback's course outlines. The average number of units taken per student in spring 2019 was 12 units. The program includes more than 40 weekly hours of instruction in addition to Saturday and Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved homestays, including meals. The primary faculty advisor will be provided a single room for two nights in a hotel in Madrid (arrival night and departure night) and seven nights in a hotel in Salamanca and is responsible for meals. The secondary faculty advisor is provided a homestay, including meals. All accommodations are within easy walking distance from Colegio Miguel de Unamuno.

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

[illegible]

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
Course No.:	Course Title:						No. of Units
SPAN 1	Elementary Spanish						5
SPAN 2	Elementary Spanish						5
SPAN 3	Intermediate Spanish						5
SPAN 4	Intermediate Spanish						5
SPAN 6	Intermediate Spanish Grammar & Composition						3
SPAN 10	Intermediate Conversational Spanish						3
SPAN 20A	Civilization of Spain Through 1898						3
SPAN 20B	Civilization of Spain 1898 to Present						3
SPAN 11	Advanced Conversational Spanish						3
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						12	
Minimum number of units:						11	
Maximum number of units:						17	
If this is a repeat program site, what is the average number of units taken per student?						14	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$	6,600
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						\$	91.66
College:							
Additional costs to the District?		Yes:		No:	X		
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$	N/A
Other Costs						\$	0
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
Optional excursions, field trips, tours, and extra-curricular activities.							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Excursions	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization	Civilization	Civilization	Civilization		
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art		
8 p.m.	Classes	Classes	Classes	Classes	Classes		
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					
<b>8. ATTACHMENTS</b>							

9. REQUIRED SIGNATURES

C. Bravo  
Lead Faculty Member

June 10, 2019  
Date

C. Bravo  
Department Chair

June 10, 2019  
Date

Kevin O'Connor  
Division/School Dean

6-10-19  
Date

[Signature]  
Vice President, Instruction

7/15/19  
Date

[Signature]  
College President

8/6/19  
Date



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### STUDY ABROAD TRAVEL CONTRACTOR AGREEMENT

#### *Spring 2020 Study Abroad in Salamanca, Spain General Terms and Conditions*

This Agreement is made this 24<sup>th</sup> day of September, 2019 between the South Orange County Community College District (Saddleback College), located at 28000 Marguerite Parkway, Mission Viejo, California (“DISTRICT”) and Travel & Education (“TRAVEL CONTRACTOR”) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled “SPECIFIC DETAILS”.

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled “SPECIFIC DETAILS.” Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT’S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: “Instructional Activities provided by Saddleback College or Irvine Valley College”, as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR.”
- D. **PAYMENT BY TRIP PARTICIPANTS** – All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip participants shall be made to the order of TRAVEL CONTRACTOR’S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.



TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. **RESTRICTION ON TRIP PARTICIPATION** – All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. **AGREEMENT WITH TRIP PARTICIPANTS** – TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.

- G. **STUDY ABROAD CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- H. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.
- J. **CANCELLATION, SUSPENSION, AND REFUNDS**
1. **Cancellation by Trip Participant**
- TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.
- a. Should a trip participant withdraw from the Study Abroad Trip **on or before the "Date of Initial Deposit Due"**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.
- b. Should a trip participant withdraw from the Study Abroad Trip **after the "Date of Initial Deposit Due" and on or before the "Final Payment Due Date"**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.

- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the “Final Payment Due Date”**, the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip **by the “Date of Initial Deposit Due”**, District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason **prior to the time of its scheduled departure**, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
  - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
  - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
    - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or
    - b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

- K. **INDEMNIFICATION** – To the fullest extent of the law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees that may be brought against the DISTRICT. This includes actions filed against the DISTRICT by, but not limited to trip participants, TRAVEL CONTRACTOR'S employees, or any party's heirs, executors, administrators or assigns, which may arise from TRAVEL CONTRACTOR'S errors and omissions, breach, negligence, or willful misconduct in connection with TRAVEL CONTRACTOR'S operations, performance, or activities under this agreement.

DISTRICT shall not be indemnified for any claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees as a result of the DISTRICT'S sole negligence or willful misconduct.

- L. **TRAVEL CONTRACTOR INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other general trip insurance benefits as specifically set forth in "SPECIFIC DETAILS". If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

- M. **CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum

single limit of liability of \$5,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.

N. **TRIP PARTICIPANT INSURANCE/COVERAGE** – TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:

- Accidental Death and Dismemberment
- Medical
- Chiropractic Care
- Mental and Nervous - Inpatient and Outpatient
- Pre-Existing Conditions
- Emergency Medical Reunion
- Trip Delay
- Trip Interruption
- Trip Cancellation and Cancel for Any Reason
- Emergency Medical Evacuation
- Repatriation
- Security Evacuation

O. **TRAVEL CONTRACTOR REGISTRATION** - Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.

P. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION**

1. TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel and shall indemnify the DISTRICT for all actions taken by Service Provider Trip Personnel during the Study Abroad Trip, as set forth in the Indemnification provision reflected in Section 12 of this Agreement. District's review of Service Provider Trip Personnel shall in no way limit the indemnification obligations of Service Provider and/or TRAVEL CONTRACTOR. TRAVEL CONTRACTOR

shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.

2. Service Provider shall ensure at least one member of the Service Provider Trip Personnel is available to be present with the Trip participants as defined in and all trip participants are provided with an emergency contact to call in case of emergency. The emergency contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.
- Q. **EXCLUSIVITY** – This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.
- R. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.
- S. **TERMINATION** – Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT’S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse District for all associated costs incurred as a result of Service Provider’s failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold District harmless for any claim, damage, or action arising out of Service Provider’s failure to meet its duties and obligations under this Agreement or arising from the District’s termination of this Agreement.
- T. **NON-DISCRIMINATION - TITLE IX COMPLIANCE** – TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided

free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. **WAIVER** – Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. **SEVERABILITY** - If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. **INDEPENDENT CONTRACTOR** – Service Provider is retained as an independent contractor. Service Provider and all of Service Provider's officers, employees, and agents are not officers, employees, or agents of District.
- Y. **ENTIRE AGREEMENT/AMENDMENT** – The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by DISTRICT'S Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the DISTRICT with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

- Z. **STANDARD OF CARE AND PROFESSIONAL CONDUCT** – The TRAVEL CONTRACTOR will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The TRAVEL CONTRACTOR will furnish, at its expense, those services that are set forth in this Agreement and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR’S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled “SPECIFIC DETAILS”, a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR’S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT’S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the “SPECIFIC DETAILS” of the Exhibit.

- AA. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- BB. **APPROVAL BY DISTRICT’S BOARD OF TRUSTEES** – Pursuant to California Education Code 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until DISTRICT’S Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- CC. **COMPLIANCE WITH APPLICABLE LAWS** – TRAVEL CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now and may in the future become applicable to TRAVEL CONTRACTOR, TRAVEL CONTRACTOR’S business, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
- DD. **JURISDICTION** – TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.



IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

**TRAVEL CONTRACTOR:**

**Travel & Education**

Date: \_\_\_\_\_

By: Patrizia D'Adamo  
*Name of Authorized Representative*

Title: T&E Director of U.S. Operations

Address: 1055 Mill Creek Drive  
Feasterville-Treose, PA 19053

Phone: (215) 396-0235

**DISTRICT:**

**South Orange County Community College District**

Date: September 24, 2019

By: Ann-Marie Gabel  
*Name Authorized Representative*

Title: Vice Chancellor of Business Services

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664



## SPECIFIC DETAILS

### PROPOSAL 10 WEEK PROGRAM – SPRING 2020 SOCCCD - SADDLEBACK COLLEGE

## Salamanca, Spain

#### Dates:

<b>US Departure:</b>	Friday, February 14, 2020
<b>Arrive in MADRID-transfer SALAMANCA:</b>	Saturday, February 15, 2020
<b>Orientation and city tour</b>	Sunday, February 16, 2020
<b>Program dates</b>	Monday, February 17, 2020 to Friday, April 24, 2020
<b>Transfer to MADRID and return to US</b>	Saturday, April 25, 2020

#### PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- **One (1) night in Madrid** on arrival: hotel in Madrid (triple occupancy) with breakfast;
- **Museum entrances in Madrid** and welcome meal.
- **Group transfers** to and from Madrid to Salamanca.
- **Accommodation in Salamanca in homestays** (2 students per homestay sharing a double room).
- **Three meals per day** in homestays, 7 days per week.
- **Laundry service** in the homestay once a week (additional washes may be arranged with the homestay family for an extra cost).
- **An orientation program in Salamanca** consisting of an orientation meeting with a T&E representative, local area information, a welcome reception and a walking tour of Salamanca.
- **Spanish language classes** to be held at the Colegio Miguel de Unamuno for five hours per day, Monday through Friday.
  - All instructors will follow the Saddleback College Curriculum of Record and course syllabi for the following classes:
    - SPAN 1 - Elementary Spanish (5 units)
    - SPAN 2 - Elementary Spanish (5 units)
    - SPAN 3 - Intermediate Spanish (5 units)
    - SPAN 4 - Intermediate Spanish (5 units)
    - SPAN 6 - Intermediate Spanish Grammar & Composition (3 units)
    - SPAN 10 - Intermediate Conversational Spanish (3 units)
    - SPAN 20A - Civilization of Spain through 1898 (3 units)
    - SPAN 20B - Civilization of Spain 1898 to Present (3 units)
    - SPAN 11 - Advanced Conversational Spanish (3 units)
  - All instructors will be pre-vetted and approved by the Saddleback College instructor of record and division dean, 4 weeks prior to the start of the Program.
  - At any time during the Program, should a substitute instructor be required for any reason, the Saddleback College instructor of record shall be notified immediately.
  - The Saddleback College instructor of record and division dean will review and approve any substitute instructors or replacements that may be needed during the Program.

SOCCCD SPRING – 10 WEEKS

- *All on-site instructors will have been cleared in **spainwise.net**, the criminal record checking system in Spain.*
- **Two full-day excursions** by private bus to Segovia and Avila including entrances to the Alcazar in Segovia and la Alberca. Excursions are with the services of an English-speaking guide.
- **10-week social and cultural program** (events such as cooking lessons, Spanish cinema, and museum visits etc.) including a dinner at the Caves of Perdigon.
- **Access to the student computer lab** located at the Colegio Miguel de Unamuno with free e-mail, printing and internet facilities.
- **\$50 non-refundable application fee.**
- **\$50 USD per student for expenses in Madrid** (tapas)
- **Medical insurance** for up to \$1,000,000 Health Insurance Benefit per student.
  - Accident and Sickness Insurance Benefits
  - Emergency Medical Evacuation Benefit
  - Repatriation of Remains Benefit
  - Emergency Reunion Benefit
  - 24 hour International Emergency Assistance
- **Local medical insurance coverage** with includes coverage for accidents while traveling between locations and during scheduled activities.
- **Travel insurance** for each student includes trip cancellation and trip interruption.
- **\$5,000,000 liability coverage** with SOCCCD named as co-insured for the duration of the program.
- **Mobile phones** provided for each student before departure which includes a local Spanish cell number and FREE incoming calls.
- **Accounting / billing services in the U.S.**
- **Pre-departure information services** and a toll-free contact number in the U.S.
- **Promotional materials** including our full color comprehensive “T&E Acceptance and Orientation Packet”.
- **Advance planning services offered by our T&E office in Philadelphia.**

**FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:**

Faculty support services (target enrollment 12 students with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight. Please provide return flight date for proper scheduling.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and one (1) night prior to departure, if the flight schedule it advises, if not, no) and 7 nights in hotel in Salamanca.
- Mobile phone will be provided with courtesy credit of 50 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 12 paying students or more, or pro rata for a lower enrollment.

**PROGRAM FEES**

- **\$6800** US Dollars per participant for an enrollment of **5 to 11** paying student participants with ONE (1) faculty administrative visit.

SOCCCD SPRING – 10 WEEKS

- **\$6600** US Dollars per participant for an enrollment of **12 to 18** paying student participants with ONE (1) faculty administrative visit.
- **\$6300** US Dollars per participant for an enrollment of **19 to 24** paying student participants with ONE (1) faculty administrative visit.

*Should SOCCCD wish to run this program with an enrollment below 12 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. T&E would discuss these options with SOCCCD. These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. T&E will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. T&E charges a 3% handling fee for all payments made via credit card.*

**Program fee DOES NOT include:**

- **Airfare which is offered as a separate option.** Airfare option requires 10 passengers to be offered (including students and administrative visit)
- **A \$125** refundable damage deposit
- Passport or visa fees if applicable
- Meals other than those indicated on the itinerary
- Personal expenses
- SOCCCD tuition or administrative fees
- Additional fieldtrips or excursions required by the SOCCCD faculty

**OPTIONAL COMPONENTS**

- **Group flight Reservations:**  
T&E offers the option for group flight reservations to ensure your group will travel together. **SADDLEBACK COLLEGE – SOCCCD** will need to meet a minimum sustained enrollment of **ten (10) paying participants in order to qualify**. Flight information will appear below once it becomes available. Ticket to be purchased separately via online link to be provided upon registration for the program.

**RESERVED FLIGHT INFORMATION** (Subject to change based on airline modifications)

**Price:** TBA

**Itinerary:** TBA

- Students who do not reserve airfare through the provided student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. **NOTE: Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.**
- Single Supplement for homestay accommodation in Salamanca is \$350.

**PROGRAM APPLICATION PROCEDURE AND BILLING**

SOCCCD SPRING – 10 WEEKS

- SADDLEBACK COLLEGE – SOCCCD to collect the application forms and deposits of \$450 PLUS airfare deposit of \$200 (total \$650) per student and to forward them to T&E by **Friday, October 11, 2019**. T&E would then bill the individual student for the balance of fees owing.
  - [2020 Online Student Application link for SADDLEBACK COLLEGE – SOCCCD Spain Program](#)
- T&E will conduct a review of the group roster by **Friday, October 11, 2019** in order to confirm the group flight option. Should the number of eligible passengers fall under the minimum requirement of ten, T&E will cancel the group reservation. Students will then be responsible for purchasing their own tickets based on T&E guidelines for group arrival and departure. Should the group be eligible for the flight, T&E will provide a link and instructions on how to purchase into the group flight by November 4, 2019.
- T&E reserves the right to withdraw students who are not paid in full by the final payment deadline. Final payment due date: **January 10, 2020**
- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover

**PAYMENT SCHEDULE:**

Payment	Date	STUDENT
<b>Deposit (\$250 non-refundable)</b>	<b>October 11, 2019</b>	<b>\$650</b>
<b>1<sup>st</sup> Installment</b>	<b>November 15, 2019</b>	<b>\$1500</b>
<b>2<sup>nd</sup> Installment</b>	<b>December 16, 2019</b>	<b>\$1500</b>
<b>Final Payment</b>	<b>January 10, 2020</b>	<b>Final payment due</b>

\* *Application fees and flight deposits are non-refundable.*

**T&E accepts payments in the following forms:**

1. *Personal check or money order mailed to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose PA 19053. Please include student's name on the memo line for reference.*
2. *All major credit cards accepted via online payment gateway at [www.travelandeducation.org](http://www.travelandeducation.org) under APPLY tab. A 3% handling fee applies.*

**REFUND POLICY**

Should an individual participant withdraw from the program they must do so in writing directly with T&E and the following policy will apply based on the date the withdrawal notice is received in our Philadelphia office.

WITHDRAWAL	He/she receives....
On or before Friday, October 11, 2019	a refund of all fees paid less \$200 processing fee, the \$50 non-refundable application fee and any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student

SOCCCD SPRING – 10 WEEKS

After Friday, October 11, 2019, but on or before Friday, November 15, 2019	a refund of all fees paid less \$400 deposit and \$50 non-refundable application fee plus any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student plus \$200 penalty of airfare tickets
After Friday, November 15, 2019, but on or before Friday, December 20, 2019	a refund of all fees paid less \$400 deposit and \$50 non-refundable application, \$200 penalty of airfare tickets, \$295 insurance, plus any non-refundable deposits paid by <b>T&amp;E</b> on behalf of the student
After Friday, December 20, 2019, but on or before Friday, January 10, 2020	a refund of all fees paid less \$400 deposit and \$50 non-refundable application, \$200 penalty of airfare tickets, \$295 insurance, \$500 housing confirmation, and plus any non-refundable deposits paid by <b>T&amp;E</b> on behalf of the student
After Friday, January 10, 2020	no refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE – SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by **Friday, December 27, 2019**
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, T&E will:
  - If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
  - If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.

### ACCEPTANCE OF PROPOSAL

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. A confirmation in writing is required by **Friday, September 27, 2019**. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-396-0236.

PROPOSAL ACCEPTED BY \_\_\_\_\_  
South Orange County Community College District (Saddleback College)

DATE \_\_\_\_\_

**Spain**

Kingdom of Spain





Exercise increased caution in Spain due to **terrorism**.

Terrorist groups continue plotting possible attacks in Spain. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to Spain:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#)  and [Twitter](#) .
- Review the [Crime and Safety Report](#) for Spain.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

*Last Update: Reissued after periodic review without changes.*

**Embassy Alerts**  
Messages

[Security Alert – U.S. Embassy Madrid, Spain](#) Tue, 02 Jul 2019

[Message for U.S. Citizens: Upcoming Event Alert – Consular Staff in Santiago de Compostela, June 24-26, 2019](#) Mon, 03 Jun 2019

[Upcoming Event Alert – Consular Staff in Menorca, June 6, 2019](#) Thu, 23 May 2019

[Message for U.S. Citizens: Save the Date – Town Hall Meeting in Palma de Mallorca with the Consul General](#) Wed, 22 May 2019

[View Alerts and Messages Archive](#)



**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Study Abroad Program to Southeastern Brazil from July 27 to August 8, 2020 |

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College has conducted successful study abroad programs during summer sessions in different countries in South America. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Title 5, CCR § 55220.

### **STATUS**

The Math, Science & Engineering Division at Saddleback College proposes to offer a study abroad program Biological Studies in Southeastern Brazil during the summer 2020 session from July 27, 2020 to August 8, 2020. The program will be organized and arranged by WorldStrides for a fee of \$3,072 per student and a group airfare cost is to be determined. Saddleback College solicited several proposals for this program and WorldStrides met all of the programmatic specifications. The details of the program are summarized in the Program Narrative (EXHIBIT A). The Study Abroad Program Information Summary is included in EXHIBIT B. The Travel Contractor Agreement, which includes evidence of liability insurance of not less than \$50,000,000 is provided in EXHIBIT C. The proposal from WorldStrides is included in EXHIBIT D. The current travel alerts and warnings issued by the U.S. Department of State (EXHIBIT E) does not list any of the locations in Brazil that are part of the proposed itinerary as destinations to avoid when traveling. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Southeastern Brazil from July 27, 2020 to August 8, 2020, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with WorldStrides for coordinating all travel agreements.

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

## **Program Narrative**

### **Biology Field Studies in Southeastern Brazil**

This program is a 13-day field study of the coastal and island ecosystems of the southeastern region of Brazil. This program will be taught by two Saddleback College faculty members, Dr. Marcelo N. Pires and Prof. Bruno Passarelli. Logistical support will be handled through WorldStrides. This will be the fourth time that Dr. Pires and Professor Passarelli organize this field program. The first program occurred during summer 2015.

Students will gain course credit for two Saddleback College Biology courses: Bio 234 – Biology Field Studies: Extended Island Ecosystems (2 units) and Bio 230 – Biology Field Studies: Coastal Ecosystems (1 unit). Students in this program will investigate the fundamental ecology of different ecosystems, including concepts such as abiotic factors, biotic factors, types of ecosystems, food chains, food webs, energy flow, nutrient cycling, population growth, and species interactions and adaptations. In addition, students will fill out worksheets to be presented at the end of the trip, along with a journal that addresses most of the learning outcomes listed below.

At the end of the course, students will be able to:

- Identify and describe the basic characteristics of the most common island and coastal habitats studied during the field course
- Identify and measure physical factors that most influence each ecosystem visited during the course
- Use plant and animal keys to identify organisms found during the field course
- Name the most common animals and plants observed at different ecosystems
- Describe and understand specific adaptations of selected organisms found during the field trip
- Assess positive and negative human impacts on the habitats studied
- Understand different environmental and species conservation methods
- Understand the scientific method and discuss how it could be applied to testing specific hypotheses resulting from observations made during the trip
- Discuss ways to record, collect, and analyze field data required for testing scientific hypotheses

The program will be run from July 27 to August 8, 2020, in the cities of São Paulo, Ilhabela, Ubatuba, Paraty, and Rio de Janeiro, Brazil. During this course, students will have a city tour of São Paulo and visit the Butantan Institute. At Ilhabela, they will visit the north side of the island, the Toca Waterfall, Fome Beach, Jabaquara Beach, Gato Waterfalls, Castelhanos Beach, and the White Water trail. At Ubatuba, students will visit the TAMAR sea turtle conservation project. At the colonial city of Paraty, students will visit its historic center, the Mamanguá tropical fjord and peak, and tropical mangroves. Finally, in Rio de Janeiro, students will visit the Prainha Beach, the Sugarloaf and the Corcovado mountains, and the coast of the city.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

<b>1. PROGRAM</b>									
Location/Destination:		<b>Brazil</b>			First Trip:		Yes:	No:	<b>X</b>
Dates:		From:	<b>July 27, 2020</b>	To:	<b>August 8, 2020</b>	Total No. of Days:		<b>13</b>	
Partner Name (Academic Institution):		<b>Saddleback College</b>							
Address:		<b>28000 Marguerite Pkwy</b>							
Contact Person:		<b>Marcelo Pires</b>			Telephone No.:		<b>949-582-4809</b>		
Description of Institution:		<b>Community College</b>							
Includes:	Accredited Instruction	Yes:	<b>X</b>	No:					
	Transfer College Units	Yes:	<b>X</b>	No:					
	Orientation	Yes:	<b>X</b>	No:					
	Books/Supplies	Yes:	<b>X</b>	No:					
	Tutors	Yes:		No:	<b>X</b>				
	Weekend Study Activities	Yes:	<b>X</b>	No:					
	Food	Yes:	<b>X</b>	No:					
	Transportation	Yes:	<b>X</b>	No:					
	Lodging	Yes:	<b>X</b>	No:					
Other:	Airfare								
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Personal items							
Other:									
<b>2. FACULTY</b>									
Lead Faculty Name:		<b>Marcelo Pires, Bruno Passarelli</b>							
Coordinates Trip:		Yes:	<b>X</b>	No:					
If No, Explain:									
Travels to Site:		Yes:	<b>X</b>	No:					
Dates:		From:	<b>July 27, 2020</b>		To:	<b>August 8, 2020</b>			
Teaching Assignment at Program Site:		Yes:	<b>X</b>	No:					
Dates:		From:	<b>July 27, 2020</b>		To:	<b>August 8, 2020</b>			
Requires Substitute at IVC and/or SC?		Yes:		No:	<b>X</b>				
Unpaid Faculty Exchange:		Yes:		No:	<b>X</b>				
If Yes, Faculty Name(s) Required:									
Assignments to be Covered:									
Course No.:	Course Title:			Date(s)			Time(s)		
Other:									

**3. COURSE(S) OFFERED AT PROGRAM SITE**

Course No.:	Course Title:	No. of Units
BIO 234	BIOLOGY FIELD STUDIES: EXTENDED ISLAND ECOSYSTEMS	2
BIO 230	BIOLOGY FIELD STUDIES: COASTAL ECOSYSTEMS	1

**4. STUDENTS**

Minimum number of students required to make program:	15
Minimum number of units:	3
Maximum number of units:	3
If this is a repeat program site, what is the average number of units taken per student?	n/a
Other	

**5. COSTS**

Student:	
Contracted cost per student:	\$ 3,072.00
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)	\$ 236.31
College:	
Additional costs to the District?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
If Yes Explain:	
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.	\$
Other Costs	\$

**6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)****7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
9 a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
10a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
11a.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
12 Noon	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
1 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
2 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
3 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
4 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
5 p.m.							
6 p.m.	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation
7 p.m.	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
8 p.m.							
9 p.m.							
10 p.m.							

Exceptions to weekly schedule:

8. ATTACHMENTS

NONE

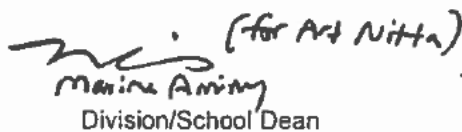
9. REQUIRED SIGNATURES

  
Lead Faculty Member

7/24/19  
Date

  
Department Chair

7/24/19  
Date

  
Division/School Dean

(for Art Nitta)  
7/24/2019  
Date

  
Vice President, Instruction

8/5/19  
Date

  
College President

08/05/19  
Date



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### STUDY ABROAD TRAVEL CONTRACTOR AGREEMENT

#### *Summery 2020 Study Abroad in Southeastern Brazil General Terms and Conditions*

This Agreement is made this 24<sup>th</sup> day of September, 2019 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and WorldStrides ISA Custom Programs ("TRAVEL CONTRACTOR") located at 218 West Water Street, Suite 400, Charlottesville, VA 22902 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled "SPECIFIC DETAILS".

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT'S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College", as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
- D. **PAYMENT BY TRIP PARTICIPANTS** – All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip

participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. All funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. **RESTRICTION ON TRIP PARTICIPATION** – All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. **AGREEMENT WITH TRIP PARTICIPANTS** – TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL

CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.

- G. **STUDY ABROAD CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- H. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.
- J. **CANCELLATION, SUSPENSION, AND REFUNDS**
1. **Cancellation by Trip Participant**
- TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.
- a. Should a trip participant withdraw from the Study Abroad Trip **on or before the "Date of Initial Deposit Due"**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and the WorldStrides' TripMate Travel Protection Plan.



- b. Should a trip participant withdraw from the Study Abroad Trip **after the “Date of Initial Deposit Due” and on or before the “Final Payment Due Date”**, trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled “SPECIFIC DETAILS” and the WorldStrides’ TripMate Travel Protection Plan.
- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the “Final Payment Due Date”**, the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip **by the “Date of Initial Deposit Due”**, District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason **prior to the time of its scheduled departure**, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
  - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
  - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
    - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or

- b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

- K. **INDEMNIFICATION** – To the fullest extent of the law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees that may be brought against the DISTRICT. This includes actions filed against the DISTRICT by, but not limited to trip participants, TRAVEL CONTRACTOR'S employees, or any party's heirs, executors, administrators or assigns, which may arise from TRAVEL CONTRACTOR'S errors and omissions, breach, negligence, or willful misconduct in connection with TRAVEL CONTRACTOR'S operations, performance, or activities under this agreement.

DISTRICT shall not be indemnified for any claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands, and costs, including reasonable attorney's fees as a result of the DISTRICT'S sole negligence or willful misconduct.

- L. **TRAVEL CONTRACTOR INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Fifty Million Dollars (\$50,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other

general trip insurance benefits as specifically set forth in “SPECIFIC DETAILS”. If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

- M. **CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum single limit of liability of \$50,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.
- N. **TRIP PARTICIPANT INSURANCE/COVERAGE** – TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:
- Accidental Death and Dismemberment
  - Medical
  - Chiropractic Care
  - Mental and Nervous - Inpatient and Outpatient
  - Pre-Existing Conditions
  - Emergency Medical Reunion
  - Trip Delay
  - Trip Interruption
  - Trip Cancellation and Cancel for Any Reason
  - Emergency Medical Evacuation
  - Repatriation
  - Security Evacuation
- O. **TRAVEL CONTRACTOR REGISTRATION** – Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.

P. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION**

1. TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel and shall indemnify the DISTRICT for all actions taken by Service Provider Trip Personnel during the Study Abroad Trip, as set forth in the Indemnification provision reflected in Section 12 of this Agreement. District's review of Service Provider Trip Personnel shall in no way limit the indemnification obligations of Service Provider and/or TRAVEL CONTRACTOR. TRAVEL CONTRACTOR shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.
2. Service Provider shall ensure at least one member of the Service Provider Trip Personnel is available to be present with the Trip Participants and all Trip Participants are provided with an emergency contact to call in case of emergency. The emergency contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.

Q. **EXCLUSIVITY** – This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.

R. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.

S. **TERMINATION** – Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT'S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse Trip Participant for all associated costs incurred as a result of Service Provider's failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless for any claim, damage, or action arising out of Service Provider's failure to meet its duties and obligations under this Agreement or arising from the District's termination of this Agreement.

- T. **NON-DISCRIMINATION - TITLE IX COMPLIANCE** – TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. **WAIVER** – Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. **SEVERABILITY** - If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. **INDEPENDENT CONTRACTOR** – Service Provider is retained by TRAVEL CONTRACTOR an independent contractor. Service Provider and all of Service Provider's officers, agents, employees, representatives, and volunteers are not officers, employees, or agents of DISTRICT.

- Y. **ENTIRE AGREEMENT/AMENDMENT** – The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by DISTRICT’S Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the DISTRICT with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
- Z. **STANDARD OF CARE AND PROFESSIONAL CONDUCT** – The TRAVEL CONTRACTOR will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The TRAVEL CONTRACTOR will furnish, at its expense, those services that are set forth in this Agreement and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR’S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled “SPECIFIC DETAILS”, a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR’S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT’S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the “SPECIFIC DETAILS” of the Exhibit.

- AA. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the

appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

**BB. APPROVAL BY DISTRICT'S BOARD OF TRUSTEES** – Pursuant to California Education Code 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until DISTRICT'S Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

**CC. COMPLIANCE WITH APPLICABLE LAWS** – TRAVEL CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now and may in the future become applicable to TRAVEL CONTRACTOR, TRAVEL CONTRACTOR'S business, and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

**DD. JURISDICTION** – TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

**TRAVEL CONTRACTOR**

**WorldStrides ISA Custom Programs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Name of Authorized Representative*

Title: \_\_\_\_\_

Address: 218 West Water Street, Suite 400  
Charlottesville, VA 22902

Phone: \_\_\_\_\_

**DISTRICT**

**South Orange County Community College District**

Date: September 24, 2019

By: Ann-Marie Gabel  
*Name of Authorized Representative*

Title: Vice Chancellor of Business Services

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664



Customized proposal developed for  
Saddleback College  
Biology in Brazil  
July 2020



# Teaching global citizenship is a team effort



## Your goals come first

Our mission is simple: To meet your goals and deliver your vision, however open-ended or specific it may be. Our decades of experience in higher education help us identify and deliver tailored experiences that support and enrich the academic syllabus throughout your program.

## Partnership is paramount

Our passion for global education – and for the people who believe in it – shows in every facet of our work on behalf of your organization. You'll have one primary point of contact—a personal guide through each phase of the program process, from academic alignment to administrative approvals to travel logistics. But our program managers are backed by an internal team of over 1300 professionals in nearly 60 offices around the world, working together as a virtual extension of your university team.

## Support that lasts

As a commitment partner of Generation Study Abroad, WorldStrides ISA Custom Programs joins in a collective higher education mission to make education abroad available for more students. That's why we support your program throughout the promotion process, offering proven tools to help get the word out on campus as well as scholarships to make the program more affordable. (See your [program investment page](#) for details!)

## Thematic content for an academic advantage

WorldStrides Global Academic Team (GAT) prides itself on thematic content development based on the dynamic environment in your destination(s) and your curriculum. Working closely with program faculty and staff, the team has arranged thousands of interactive engagements for universities including company visits with international business leaders in their boardrooms, as well as meetings in government offices and factories. The GAT also supports applied learning opportunities including Local Market Immersions, service learning, and interactive NGO experiences. Please refer to *page 3* for information on recommended themes for your travel program.

## Safety and security for peace of mind

We've spent years building the infrastructure and partnerships to deliver safety and reliability for your traveling groups that exceeds your university standards. From the details – like pre-departure safety orientation presentations – to the major items – like our \$50 million liability coverage, we are relentlessly focused on emergency preparedness so that your groups can travel with absolute confidence.

## Two expert teams are better than one

WorldStrides and ISA are proud to unite our faculty-led programming teams under the WorldStrides ISA Custom Programs brand. This re-alignment offers our university partners the broadest and deepest capabilities in custom programs, with experience in more than 110 countries and across the academic landscape. The people are the same, ensuring you'll get the exceptional care we're known for, as we extend our resources in support of your goals for hands-on learning and education abroad.

# Your itinerary overview

## Biology in Brazil

The following itinerary is a working document and is subject to change (revised 7/9/2019).

### July 27

### Departure

Monday

- Group flight departs for Sao Paulo – *airfare is not available until 11 months prior to departure and at that time we can provide a schedule and quote.*

Meals Included:  
Per airline

### July 28

### Arrival and Acclimation in Brazil!

Tuesday

*Welcome to São Paulo! This pulsing metropolis is the largest city in the Southern Hemisphere, and fast-becoming one of the largest in the world. True to its Latin motto "Non ducor, duco," (I am not led, I lead), it also has one of the strongest economies in Latin America – a city full of contrast, from modern skyscrapers to the ethnic neighborhoods of Mercado, Bixiga and Liberdade.*

Meals Included:  
Per airline  
Lunch

- Meet your guide and board your private coach at the airport for transfer to the hotel.
- Check in or drop off luggage at your hotel.
- Board coach and set off on a half day cultural tour of the city.

Sao Paulo Accommodations:  
[Blue Tree Towers Paulista Hotel](#)  
(1 of 1)

#### Sao Paulo Cultural Tour

*We will start our tour through the main points of the city center, such as the Sé Cathedral, Pátio do Colégio (the site of the foundation of the city of São Paulo). From the city center, we will pass through the Japanese Neighborhood area, to feel the Japanese side of São Paulo. From there, we will pass through one of the most sophisticated areas of the city, the Paulista Avenue area and the neighboring region called the Gardens, with the most famous shops in the world, from clothes, gifts and car – no entrances applicable.*

- Return the hotel and enjoy a group [Welcome Lunch](#) at the hotel.
- Enjoy a free evening with dinner on own.

### July 29

### Sao Paulo: Butanta | Transfer to Ilhabela

Wednesday

- In the morning, meet your guide for check out. Board coach for a cultural tour in Butanta and transfer to Ilhabela!

Meals Included:  
Breakfast at the hotel

#### Butanta Institute Tour

*Instituto Butantan is a Brazilian biologic research center located in Butantã, in the western part of the city of São Paulo, Brazil. Instituto Butantan is a public institution affiliated with the São Paulo State Secretariat of Health and considered one of the major scientific centers in the world. Butantan is the largest immunobiologicals and biopharmaceuticals producer in Latin America (and one of the largest in the world). It is world-renowned for its collection of venomous snakes, as well as those of venomous lizards, spiders, insects and scorpions. By extracting the reptiles' and insects' venoms, the Institute develops antivenoms and medicines against many diseases, which include tuberculosis, rabies, tetanus and diphtheria – entrances included.*

- Enjoy lunch on own during tour.
- After tour, board coach with your guide for transfer to Ilhabela.
- [Coach to Ilhabela:](#) Approximately 4 hours and 40 minutes.
- Check in to hotel. Enjoy a free evening with dinner on own.

Ilhabela Accommodations:  
[Hotel Praia do Portinho](#) (1 of 4)

## July 30

Thursday

### Meals Included:

Breakfast at the hotel

### Ilhabela Accommodations:

[Hotel Praia do Portinho](#) (2 of 4)

## Ilhabela: North Island & Toca Waterfall

- Meet guide and board your land rover for a full day excursion!

### North side of Island

*Enjoy a tour by Land Rover passing by the famous beaches of the North island – complete itinerary dependent on weather – no entrances applicable.*

- Enjoy lunch on own.
- After lunch, continue to next visit.

### Toca Waterfall

*The Toca Waterfall is one of the most well-known and traditional points of the island. There is a strong natural shower, approximately 3 meters in height and a toboggan about 50 meters in extension, the greater one of the islands. Visitors enjoy "surfing" standing on the waterslide. The zip lines and a suspension bridge bring even more excitement to the adventures of the Toca Waterfall. A large grotto gives the name to the place - Toca. The river passes through the grotto into the rocks forming a small slide – no entrances applicable.*

- Return to your hotel. Enjoy a free evening with dinner at your leisure.

## July 31

Friday

### Meals Included:

Breakfast at the hotel

### Ilhabela Accommodations:

[Hotel Praia do Portinho](#) (3 of 4)

## Ilhabela: Schooner Tour

- In the morning, meet you program leader and board coach to pier for full day excursion! – no assistance provided.
- At the pier, meet your guide and board Schooner.

### Full Day Schooner Tour – Public Tour

*With a capacity of up to 120 people, the charming and imposing Schooner crosses the seas heading north of the island providing a panoramic view of the Ilhabela coast and the San Sebastian Canal. The first stop will be at Praia da Fome, the only sea accessible beach with 150 meters of beauty ideal for a dip in the water! Continue to the beautiful Jabaquara Beach with about 300 meters of clear sand and two streams of fresh water – entrances included.*

- Enjoy lunch on own during tour.
- After tour, enjoy a free evening with dinner at your leisure.

## August 1

Saturday

### Meals Included:

Breakfast at the hotel

### Ilhabela Accommodations:

[Hotel Praia do Portinho](#) (4 of 4)

## Ilhabela: Jeep Tour

- Meet your program leader and board jeeps for full day cultural excursion – 8 passengers per jeep.
- Meet your guide and set off on jeep tour!

### Jeep Tour by Gato Waterfalls & Castelhanos Beach – Public tour

*Embark on an unforgettable adventure to one of the most beautiful beaches in Brazil, Praia de Castelhanos. The road cuts through Ilhabela State Park, where you can enjoy the pure Atlantic Forest, with a gazebo and waterfalls along the way – all fees included.*

- Enjoy lunch on own during tour.
- After tour, return to the hotel for a free evening with dinner on own.



## August 2

Sunday

Meals Included:

Breakfast at the hotel

Paraty Accommodations:

[Pousada Parque Hotel Pereque](#)

(1 of 4)

## Ilhabela: White Water Trail | Transfer to Paraty

- In the morning, meet your guide and board land rovers for hike – 8 passengers per land rover.

### White Water Trail

*Located at the beginning of the road of Castelhanos, this trail is easily accessible, well-marked, and starts along the guardhouse of the boundaries of Ilhabela State Park. Three paths lead to several crystal-clear waterfalls with pools and showers and a picnic area – all fees included.*

- After hike, return to the hotel for check out.
- Enjoy lunch on own.
- Meet your guide and board coach for transfer to Paraty with stop at [Project Tamar](#).
- [Coach to Paraty](#): Approximately 4 hours and 10 minutes – not including stop.

### Project Tamar – Subject to availability (entrance included).

*Arranged by WorldStrides ISA Custom Programs*

- After Project Tamar, continue transfer to Paraty.
- Upon arrival, check into hotel and enjoy a free evening with dinner on own.

## August 3

Monday

Meals Included:

Breakfast at the hotel

Paraty Accommodations:

[Pousada Parque Hotel Pereque](#)

(2 of 4)

## Paraty: Walking Tour

- Meet your guide and set off on foot for a walking tour of Paraty!

### Paraty Walking Tour

*Unlike other colonial cities, the Paraty architecture has character, originality and definition forming a harmonious architectural ensemble from the 18th century. Irregular sidewalks, thick decorated walls, colonial houses with balconies of worked iron, Masonic culture makes them return until the days of the colony. The city of Paraty today is a National Historic Landmark and World Heritage Site declared by UNESCO, and even more, a natural heritage for being 65% of the area of the municipality within the national park of Serra da Bocaina – no entrances included/applicable.*

- After tour, return to the hotel and enjoy a free evening with dinner on own.

## August 4

Tuesday

Meals Included:

Breakfast at the hotel

Lunch

Paraty Accommodations:

[Pousada Parque Hotel Pereque](#)

(3 of 4)

## Paraty: Trekking Mamangua

- Meet your guide and walk to the beach. Your full day trekking adventure starts with a boat ride!

### Trekking Mamangua

*The tour begins in **Paraty Mirim Beach** where we board a motorized boat to **Praia Dos Cruzeiros, the Saco do Mamangua** (approximately 40 minutes). We begin on a trail through the Atlantic Forest to the **Peak of Mamangua** (approximately 2 hours). The **Manmangua bag** has a very jagged coastline, forming 33 small sandy beaches connected by rocky headlands, five small stones submerged rocks, and two islands. The hills and mountains surrounding the Mamangua are occupied by the Atlantic Forest. This environment consists of the integration of different forest ecosystems, the mangrove, and a laugh (fjord) tropical. With interdependent elements forming an efficient chain, the system plays an important ecological function of marine nursery. Reaching the Peak, we stop for an hour rest to enjoy the breathtaking landscape. We will then walk (approximately 40 minutes) to the **Beach Cruise** where we can swim on the beach. After, we will return via boat to **Paraty Mirim** – all fees included.*

- Enjoy a group lunch during tour.
- After tour, return to hotel for a free evening with dinner on own.

## August 5

Wednesday

### Meals Included:

Breakfast at the hotel

Paraty Accommodations:

[Pousada Parque Hotel Pereque](#)

(4 of 4)

## Paraty: Kayak Tour | Free Afternoon

- Meet your program leaders and walk to kayak location.
- Meet your guide and set off on morning kayak tour!

### Kayaking Tour

*Paddle the warm, sheltered waters of the bay of Paraty on this guided kayak trip to islands and beaches. Swim, snorkel, see wildlife in the mangrove and escape the boat-tripping crowds – entrances included.*

- After tour, enjoy lunch on own.
- After lunch, return to the hotel for a free evening with dinner on own.

## August 6

Thursday

### Meals Included:

Breakfast at the hotel

Rio de Janeiro Accommodations:

[Hotel Windsor Oceanico](#) (1 of 2)

## Transfer to Rio de Janeiro | Prainha Beach

- Meet guide and board coach for transfer to Rio de Janeiro with a stop at Prainha Beach.
- **Coach to Prainha Beach:** Approximately 5 hours.

### Prainha Beach

*Enjoy a brief stop at Prainha Beach – no entrances applicable.*

- Enjoy lunch on own. After lunch, continue to Rio de Janeiro.
- **Coach to Rio de Janeiro:** Approximately 1 hour.

*Welcome to Rio de Janeiro! Host of the 2016 Summer Olympics, this seaside city has undergone a recent urban renovation with a focus on sustainability and revitalization. The landmark beaches of Copacabana and Ipanema offer futbol, volleyball, surfing, sunbathing, and people-watching, of course. Christ the Redeemer overlooks this vibrant city, which is known for its samba and magnificent tropical landscapes.*

- Arrive at hotel for check in. Enjoy a free evening with dinner at your leisure.

## August 7

Friday

### Meals Included:

Breakfast at the hotel

Dinner

Rio de Janeiro Accommodations:

[Hotel Windsor Oceanico](#) (2 of 2)

## Rio de Janeiro: Cultural Tour | Farewell Dinner

- Meet your guide and board coach for full day cultural tour.

### Full Day Tour to Corcovado, Santa Tereza & Sugar Loaf

*Our tour will start early in the morning. After crossing **Rebouças Tunnel** we will reach **Cosme Velho** residential district from where we will board a cogwheel train which, will take you up the 710 metres to the **Statue of Christ**. The 20-minute ride gives you just enough time to enjoy the lush scenery and take in some of that fresh mountain air of the Tijuca Forest. But keep your eyes open: every so often you can catch glimpses of Rio way below. Finally, at the top of several flights of steps you are beneath the almost 40-metre tall statue of Christ with the whole of Rio at your feet. The spectacle is truly incredible. The return journey will be by car across Tijuca Forest until we reach **Santa Tereza**, a bucolic residential district with narrow streets and very much known in Rio de Janeiro for fine arts and artist galleries. Continue to **Sugar Loaf**, in the Urca district, about ten minutes from **Copacabana**. The cable car trip is in two stages: The first goes to **Urca Hill**, 220 metres high, and then a short walk to the other side leads you to the second station for the next part of the ride, up to the top of Sugar Loaf itself. The top of Sugar Loaf, 396 meters high, has been landscaped and includes several pathways and a bar. It can be visited in less than two hours – entrances to Sugar Loaf and Corcovado included.*

- After tour, return to the hotel.
- In the evening, meet your guide and board coach for transfer to a local restaurant for a **Farewell Dinner**.
- After dinner, return to the hotel and enjoy the rest of your evening.

## August 8

Saturday

### Meals Included:

Breakfast at the hotel

Per Airline

## Return Home

- Meet your guide and check out of hotel. Board coach for transfer to airport.
- Group flight departs for Los Angeles.

Program Ends



# Comprehensive inclusions & services

Your itinerary reflects the day-to-day arrangements we've designed for your program. We will be proud to arrange the meals, tours and excursions, academic/company visits, accommodations, and transportation detailed in the itinerary.

## Throughout your program

As part of our commitment to quality and value, we've included the following:

- English-speaking, trained professional tour guides, as noted
- Entrances for cultural sites, unless otherwise noted
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in your itinerary - Full day = 8 hours; Half day = 4 hours
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Intra-city transportation, as listed in your itinerary
- Intra-program coach transportation from:
  - Sao Paulo to Ilhabela
  - Ilhabela to Paraty
  - Paraty to Rio de Janeiro
- Gratuities for meals, guides, and drivers

## Before your program departs

- Marketing website and resources to help promote your program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including your-day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

## We thought of that too!

- Bottled water on coach rides
- One non-alcoholic drink at all included meals

## Air Transportation

- WorldStrides has nearly 50 years of experience in building long term relationships and working with over 90 different airlines. Our dedicated Air Team will work with you to find the best fares and routing for your program. Airfare is not available until 11 months prior to departure and at that time we can provide a schedule and quote.

## Accommodations

- 11 nights hotel accommodations in twin rooms in a 3-star property
  - **Sao Paulo:** 1 nights in [Blue Tree Towers Paulista Hotel](#)
  - **Ilhabela:** 4 nights in [Hotel Praia do Portinho](#)
  - **Paraty:** 4 nights in [Pousada Parque Hotel Pereque](#)
  - **Rio de Janeiro:** 2 nights in [Hotel Windsor Oceanico](#)
- Daily buffet breakfasts at the hotel, wireless internet, hotel taxes, service charges, and applicable meal gratuities included.

## Visa Services

The WorldStrides ISA Visa team is dedicated to assisting faculty, staff, and students with visa procedures and requests. This includes communicating specific visa requirements and provides guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instructions) is emailed to every participant with U.S. residency status following their registration.

- Visas are not required for U.S. citizens entering Brazil.
- Some non-US passport holders will be required to obtain a visa on own, which is based on embassy or consulate requirements. These individuals will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, we can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the individual is responsible for obtaining these independently.

# Our commitment to risk management

We understand risk management is serious business for universities, which is why our services in this essential area are *always* included.



## Preparedness

Relentless proactivity is a hallmark of our service to you and your university. All vendors, including hotels, are strictly vetted for insurance and local regulation compliance. Your group will receive a pre-departure presentation with itinerary-specific advice to help you stay safe and/or respond in the event of an emergency. What's more, our internal team is always preparing – undergoing extensive training and contingency planning for dozens of scenarios.



## Global breadth

Our network extends into 110 countries where we operate programs, with field offices and infrastructure in more than 60 locations. In addition to offering your university uniform support throughout the world, this breadth allows us to be agile in case of an emergency in your planned destination. Ask us for examples of world events for which we've provided universities with alternate arrangements on short notice.



## A network of support

Our global network of employees is always standing by. And only WorldStrides ISA Custom Programs is also backed by a 24/7 emergency call center staffed by trained WorldStrides employees. This exceptional service is augmented with partnerships with organizations like the George Washington University Department of Emergency Medicine for our Doctor's on Call service, as well as WorldAware, OSAC, and iSOS.



## Insured so you're ensured

WorldStrides' \$50 Million in liability coverage is the highest in the industry, and your university will be named on the policy to extend extra protection to your institution. What's more, students and traveling leaders will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and even security or medical evacuation.



## Robin Reliford, Vice President of Health and Safety

Robin manages international risk and crisis management for WorldStrides, monitoring world events in order to mitigate against risks; implementing emergency protocols and procedures; managing student emergencies and large-scale incidents in collaboration with staff globally; and working closely with executive management on policy development and compliance. Robin has collaborated closely with university partners to build the organization's security group and has established a reputation as a leader in the field. Robin received her J.D. from the University of Pittsburgh School of Law and her B.A from West Chester University.

# Your program investment details

Proposal Submitted July 9, 2019

## Per Person Program Ground Costs

Our package includes components detailed throughout the proposal, and academic services as contracted.

\$3,072	Twin occupancy for participants throughout the program based on 15-19 full paying participants & 2 program leaders (twin occupancy including international airfare) included in the program costs.
\$2,743	Twin occupancy for participants throughout the program based on 20-24 full paying participants & 2 program leaders (twin occupancy including international airfare) and air included in the program costs.
\$676	Supplement for single accommodations throughout program

## Faculty International Air Cost (per person)

\$1,130 Economy class seating—**No seats held**—quote only. Quotes are subject to change.

## Optional Items Priced Separately

- \$199 Optional Travel Protection Plan – Cancel for Any Reason (per person)

## Scholarships and Financial Assistance

WorldStrides ISA Custom Programs is committed to making global travel experiences accessible for students. As part of our commitment to Generation Study Abroad, we pledged to significantly expand our scholarships program. To date, we have given away more than \$100,000.

- **Group Scholarships/Grants** – Through our Passport to Travel program, new Program Leaders in the WorldStrides ISA family can earn up to \$1,000 to use at their discretion in support of the program. An additional \$500 early confirmation bonus can be earned for groups who confirm their travel 110+ days before departure. All Passport to Travel scholarships require a group size of 10 or more registered students.
- **International Financial Assistance** – This need-based assistance program awards small grants to students who demonstrate financial need.
- **Higher Ed Traveler Scholarships** – In 2017, WorldStrides ISA Custom Programs began offering this \$3,000 scholarship to three worthy students who will be participating in short-term study abroad. One winner is selected in the fall; 2 more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship).

## Please note:

- Program costs for 2 free leaders in shared rooms are included with minimum participants. Their international airfare is included. Note this cost is currently an estimate based on the group quoted above and may change when airfare is confirmed.
- Luggage overage fees and hotel incidentals such as mini bar use are not included and are the responsibility of the program participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the client.
- **The following items are not currently included in your program cost:**
  - Uneven room pairing charges
  - Hotel meeting space
  - Local mobile phone rental for program leader/staff



### Program proposal conditions:

1. This price is valid until **July 17, 2019**. If you have not indicated WorldStrides ISA as your preferred provider at this date, WorldStrides ISA Custom Programs reserves the right to re-price the program.
2. If the actual number of full paying participants falls below the figure(s) stated above, WorldStrides ISA Custom Programs reserves the right to re-price the program.
3. Program price fixed in USD. WorldStrides accepts any foreign currency risk. Includes all current local government taxes, where applicable for all included services.
4. Group air is based on 10 or more passengers traveling on the same itinerary. If this number falls below 10, group air is no longer applicable, and tickets will be subject to the current market price. When booked, seats and price are only guaranteed up to 100 days prior to departure. University accepts fees related to changes to this group air contract after this date.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing. **Please note that we typically ticket at 45 days from departure.** Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. **In case of any conflicting terms between WorldStrides' Terms and Conditions and the executed version of the client proposal, the terms of the client proposal shall control.**
7. If a student withdraws between the submission of the roster to WorldStrides ISA and 60 days prior to departure, the university will be responsible for non-refundable costs.
8. Please note that for any new services added to the itinerary after the proposal is executed, WorldStrides ISA Custom Programs reserves the right to apply the more restrictive cancellation terms between the WorldStrides cancellation terms and the third party supplier. WorldStrides ISA Custom Programs will make best efforts to communicate in writing in a timely manner price increases as a result of any university approved changes.
9. Registration Roster Deadline: University agrees to send a final roster of traveling participants no later than 100 days prior to the departure date. The University will qualify for \$500 scholarship by submitting the final roster with 10 or more fully paying registrants via email to WorldStrides on or before 110 days prior to the group departure date.

#### WorldStrides ISA Custom Programs Student-Pay Standard Payment Schedule

1	Ground services deposit	\$200 per person – due upon proposal approval; Refundable up to 61 days prior to departure
2	Group air deposit (if applicable)	\$200 per person – due upon proposal approval
3	Final pre-program payment due	100% of the total pre-program invoice due – 60 days prior to departure
4	Post-program balance due (if applicable)	100% of the program costs due, including costs for added services (if applicable) – 30 days after the group returns

Any modifications to this payment schedule must be by mutual agreement and confirmed on the signature page of this program proposal or by email. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

### Ready to get started?

WorldStrides ISA Custom Programs is ready to help you promote your program on campus!

Submit a letter of intent to begin using the Passport to Travel, a toolkit for promoting your program on campus based on the best practices of successful university groups. Earn up to \$1,000 in scholarship funds by implementing the Passport to Travel.

# University Terms and Conditions

1. **Price:** The price quoted is based on the minimum number of full-paying participants agreed to in the University Contract and the inclusions listed therein. Quoted prices are subject to adjustment if this minimum is not met, if new inclusions are added, or in the event of circumstances beyond WorldStrides' direct control. These include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the program leaders. The university sponsors will determine if the university or individual travelers will be responsible for these additional charges.
  - **Air:** Quoted airline prices are inclusive of all airfare taxes, fees, fuel, security and other surcharges imposed by the carrier as of the date prices are quoted, but are subject to increase if additional charges are assessed prior to ticketing. A minimum of 10 people are required for the group airfare. If less than 10 participants elect the group fare, the fare returns to the full published rate and travelers are responsible for the difference between the quoted group fare and the individual published fare.
2. **Additional Services:** Participants may have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within 30 days of departure. If participant purchases optional travel interruption insurance, please refer to the terms and conditions of the policy.
3. **Student-pay Program Fees:** The following non-refundable fees apply:
  - **Late fees:** A late fee of \$40 per person will be assessed if payments are not received within seven (7) days of their respective due dates per the invoice unless advance arrangements have been made with WorldStrides. These arrangements and requests must be made in writing via email to your assigned WorldStrides Account Manager. Please include participant full name, Customer Account Number, and a brief description outlining the circumstances for the requested payment extension.
  - **Handling fees:** Please note that a non-refundable handling fee representing approximately 2.0% of the transaction amount will be applied to any participant payments. Handling fees will be waived for participants who utilize the ECheck payment method.
  - **Other fees:** There is a \$35 service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to \$250 may apply for any correction made to your name within 75 days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.
4. **Cancellations & Associated Penalties:** All cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.
  - **International air utilization:** Between 90 and 61 days prior to departure, there is a \$200 per seat cancellation penalty.
  - **Cancellation of international air once tickets are issued:** Once any international air tickets are processed and ticketed (approximately 45 to 60 days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the canceling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guaranties regarding the availability of any future use. Tour conductor tickets have no value for later use.
  - **Cancellations received 31 to 60 days prior to departure:** For any cancellations received between 31 and 60 days prior to travel, WorldStrides will retain 50% of the ground services portion of the program fee in addition to any penalties due for international air.
  - **Cancellations within 30 days of departure:** Cancellations received within 30 days of departure are subject to a cancellation fee equal to 100% of both the ground services and international air, although canceling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. **Health & Insurance:** Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits including but not limited to medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the university and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.
6. **Registration, Privacy, and Information Retention:** WorldStrides risk management procedures and liability insurance providers require that we collect certain information from all participants. As a result, we require all traveling participants to register online via our secure online registration platform. Because the nature of our business requires coordination with various partners and suppliers who assist us to deliver the travel services requested, it is necessary to share certain personal information collected from our online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records and information. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify university officials immediately.
7. **Visa(s) & Passport:** Visa(s) are required for U.S. citizens and citizens of most other countries for certain WorldStrides program destinations. Please refer to registration materials to be sure that visa issues are addressed prior to travel. While WorldStrides may assist in the visa(s)

procurement process, the attainment of a visa(s), including transit visas, is ultimately the responsibility of the participant. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

8. **Changes to Program:** WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the university regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized university representative of any proposed changes or alterations to the program before confirming. Reservations are not transferable.
9. **Individual or Group Non-Program Reservations:** WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.
10. **Responsibility:** All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The university understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, the university understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).
11. **Behavior:** While participating on the WorldStrides program, participants are ambassadors of the U.S., their home university, and WorldStrides, and participants will behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants

remain bound by the home university's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the student. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The university is responsible for informing program participants of this behavior standard.

12. **Force Majeure:** WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.
13. **Indemnity:** To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the University, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in Paragraph 12 above. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the University. WorldStrides will name the University as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

**Brazil**

Federative Republic of Brazil

Exercise increased caution in Brazil due to crime. Some areas have increased risk. Read the entire Travel Advisory.

Do not travel to:

- Any areas within 150 km of Brazil's land borders with Venezuela, Colombia, Peru, Bolivia, Guyana, Suriname, French Guiana, and Paraguay due to crime. (Note: This does not apply to the Foz do Iguacu National Park or Pantanal National Park.)
- Do not use public buses in and around Recife due to crime (see additional information below).
- Informal housing developments (commonly referred to in Brazil as favelas, vilas, comunidades, and/or conglomerados), at any time of day due to crime (see additional information below).
- Brasilia's administrative regions (commonly known as "satellite cities") of Ceilandia, Santa Maria, Sao Sebastiao, and Paranoa during non-daylight hours due to crime (see additional information below).
- Recife's Pina Beach from Dona Benvinda de Farias Street to the Brasilia Teimosa neighborhood after dark due to crime (see additional information below).

Violent crime, such as murder, armed robbery, and carjacking, is common in urban areas, day and night. Gang activity and organized crime is widespread. Read the Safety and Security section on the [country information page](#).

If you decide to travel to Brazil:

- Be aware of your surroundings, especially when traveling to tourist locations and in crowded public venues.
- Do not physically resist any robbery attempt.
- Use caution when walking or driving at night.
- Avoid walking on beaches after dark.
- Do not display signs of wealth, such as wearing expensive watches or jewelry.



- Avoid using an ATM in low-light or remote locations. Never let someone “shoulder surf” or assist you. Be aware that criminals often target ATMs and businesses in the early morning hours. If you use an ATM, select those located inside of secure facilities, such as an airport, hospital, bank, or government building.
- Use caution at, or going to, major transportation centers or on public transportation, especially at night. Crime statistics indicate that passengers face an elevated risk of robbery or assault using public, municipal bus transportation throughout Brazil. Consider avoiding the use of public, municipal buses, at any time of day, and especially at night.
- Use increased caution when hiking in isolated areas, and in particular around the city of Rio de Janeiro’s Corcovado Mountain trails. Multiple violent robberies have occurred on the hiking trails leading to and from Cristo Redentor on Corcovado Mountain, which are not regularly patrolled by Brazilian law enforcement.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Reports](#) for Brazil.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler’s Checklist](#).

### International Borders

U.S. government personnel are not permitted to travel to areas within 150 km of the international land borders with Venezuela, Colombia, Peru, Bolivia, Guyana, Suriname, French Guiana, and Paraguay without advance approval from security officials due to crime. Travel to the Foz do Iguacu National Park and Pantanal National Park is permitted.

Visit our website for [Travel to High-Risk Areas](#).

### Public Transportation

Crime statistics and trends indicate that persons face an elevated risk of robbery or assault using public bus systems throughout Brazil. Consider avoiding the use of public, municipal buses in Brazil at any time of day, and especially at night. The U.S. Government recommends against personnel using public, municipal buses in all parts of Brazil, and prohibits personnel from using public buses in and around Recife.

#### **Informal Housing Developments (commonly known as "Favelas")**

Do not travel to informal housing developments (commonly referred to in Brazil as favelas, vilas, comunidades, and/or conglomerados), even on a guided tour. Neither the tour companies nor the police can guarantee your safety when entering these communities. Even in these communities that the police or local governments deem safe, the situation can change quickly and without notice. In addition, exercise caution in areas surrounding these communities, as occasionally, inter-gang fighting and confrontations with police move beyond the confines of these communities. Except under limited circumstances and with advance approval, U.S. government personnel are not permitted to enter any informal housing developments in Brazil. Read the Safety and Security Section on the [country information page](#) for further information regarding favelas.

Visit our website for [Travel High-Risk Areas](#).

#### **Brasilia's Administrative Regions (formerly known as "Satellite Cities")**

Without advance approval from security officials, U.S. government personnel are not permitted to travel to Brasilia's Administrative Regions of Ceilandia, Santa Maria, Sao Sebastiao, and Paranoa between the hours of 6:00 p.m. and 6:00 a.m. (non-daylight hours) due to crime.

Visit our website for [Travel to High-Risk Areas](#).

#### **Recife's Pina Beach**

U.S. government personnel are prohibited from walking after dark on Pina Beach, located in the northern part of Boa Viagem, due to crime. This restriction covers the sandy areas of Pina Beach

starting at Dona Benvinda de Farias Street and ending at Brasilia Teimosa neighborhood.

Visit our website for [Travel to High-Risk Areas](#).

*Last Update: Reissued after periodic review with updates to information about U.S. government restrictions on personnel and Rio de Janeiro's Corcovado Mountain trails.*

#### Embassy Alerts Messages

[Weather Alert – United States Mission to Brazil \(June 13, 2019\)](#)

Thu, 13 Jun 2019

[Weather Alert – United States Mission to Brazil](#) Wed, 13 Feb 2019

[Message for U.S. Citizens: Travel Advisory Update February 6, 2019](#) Mon, 11 Feb 2019

[Security Alert – United States Mission to Brazil \(January 11, 2019\)](#) Fri, 11 Jan 2019

[View Alerts and Messages Archive](#)

**TO:** Board of Trustees**FROM:** Kathleen F. Burke, Chancellor**RE:** SOCCCD: Saddleback College Gateway Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, C.E.M. LAB Corp.**ACTION:** Approval

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**BACKGROUND**

On June 17, 2013, June 23, 2014, August 22, 2016, June 26, 2017 and April 22, 2019, the Board of Trustees approved basic aid funds totaling \$26,258,000 for the Saddleback College Gateway Building project. The State approved this project in the FY 2019-2020 State Budget. The total project cost is \$51,603,000 with \$25,345,000 funded by the State and the remaining amount funded by the District. Although the entire project has been approved by the State, only \$1,719,000 in matching funds will be released for preliminary plans and working drawings in FY 2019-2020. The construction and equipment funds will follow in subsequent budget years.

There is a need to obtain geotechnical investigation and testing and inspection services for this project.

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

**STATUS**

On July 30, 2019, SOCCCD issued an RFP to the Geotechnical and Testing & Special Inspection Consultant services pool for geotechnical investigation and testing and inspection services for the Saddleback College Gateway Building project.

On August 20, 2019, seven (7) proposals were received (EXHIBIT A) for this project.

District Facilities staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and assurance that fees are fair and reasonable. Staff recommends award of the Geotechnical and Testing & Special Inspection Consultant Services Agreement (EXHIBIT B) to C.E.M. LAB Corp. for the Saddleback College Gateway Building project in the amount of \$290,000.

Basic aid funds of \$26,258,000 and State matching funds of \$25,345,000 are available in the approved project budget.



### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with C.E.M. LAB Corp. for the Saddleback College Gateway Building project in the amount of \$290,000.



**Request for Proposals for Geotechnical Investigation, Material Testing, and Inspection Services  
Saddleback Gateway Building Project**

**Submittals**

**South Orange County Community College District**

**September 23, 2019**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>PROPOSAL EVALUATION SCORE</b>	<b>TOTAL PROPOSED FEE</b>
<b>*C.E.M. LAB Corp.</b>	Irvine, CA	91	<b>\$290,000.00**</b>
Ninyo & Moore Geotechnical and Environmental Sciences Consultants	Irvine, CA	84	\$348,803.00
Smith-Emery Laboratories, Inc.	Anaheim, CA	83	\$280,980.00
RMA Group	Carson, CA	76	\$345,977.00
SCST, LLC	Newport Beach, CA	72	\$352,873.00
MTGL, Inc.	Anaheim, CA	69	\$284,858.00
United-Heider Inspection Group	Moreno Valley, CA	67	\$277,159.00

\* Firm recommended for award of contract.

\*\*Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Geotechnical Investigation, Material Testing, and Inspection Services firm for the following reasons:

- Proven company record of accomplishment with extensive community college experience.
- Presented the best mix of two variables: 1) number of previous projects that are similar in size and 2) the project values, in alignment with the service needs outlined in the RFP.



**Request for Proposals for Geotechnical Investigation, Material Testing, and Inspection Services  
Saddleback Gateway Building Project**

- Demonstrated the team's Geotechnical & Special Inspection knowledge, experience and expertise in relation to the Saddleback College Gateway Building project site.
- Provided evidence of working with the Division of the State Architect (DSA) & California Department of Survey (CGS) – Department of Conservation.
- Demonstrated best fit in understanding the project's needs, user group's expectations, deliverables and site logistics.
- Extensive knowledge with the existing soil and site condition at Saddleback College, which will align with the best recommendations for the Saddleback College Gateway Building foundation system design and the associated hardscape scope.



## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **GEOTECHNICAL TESTING & SPECIAL INSPECTION CONSULTANT SERVICES AGREEMENT Saddleback College Gateway Building Project C.E.M. LAB Corp.**

This AGREEMENT is hereby made and entered into this 23<sup>rd</sup> day of September in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and C.E.M. LAB Corp., 45 Post, Irvine, CA 92618, (949) 5024130 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain Geotechnical and/or Testing & Special Inspection Consultant services for the Saddleback College Gateway Building hereinafter referred to as PROJECT; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide consultant services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

#### **ARTICLE 1     CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.1. **Standard of Care and Professional Conduct.** The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub-consultant the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT. The Work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof.

CONSULTANT or CONSULTANT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

- 1.2. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Teri Knoll as Project Manager, Tony Binaei as Principal in Charge, and Mohammad Joolazadeh as Principal Geotechnical Engineer & Craig Chase as Principal Geologist. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.
- 1.3. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.4. **Relationship of Consultant to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.5. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

## ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment A.
- 2.2. **Coordination of Others.** The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.

- 2.3. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The CONSULTANT shall investigate existing conditions or facilities and make recommendations for change in work scope if deemed necessary.
- 2.5. **Work Plan.** Work with DISTRICT to finalize project requirements:
- a. Develop a list of all plans, specifications and other documents necessary to perform services.
  - b. Ensure that work scope conforms to the project definition.
  - c. CONSULTANT recognizes the scope of work may include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.
- 2.6. **Preparation for Entering Construction Phase.**
- a. **Review of Design Documents.** The CONSULTANT, including the CONSULTANT'S Project Manager for PROJECT construction, shall review project plans, specifications and other documents to attain a complete understanding of the design and scope of the PROJECT.
  - b. **Master Construction Schedule.** The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for PROJECT construction.
- 2.7. **Construction Phase.** CONSULTANT'S assigned personnel shall perform in accordance with all testing code compliance requirements and protocols during activities for the PROJECT. Project components include:
1. Services will be in accordance with DSA form 103.
  2. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by C.E.M. LAB Corp. and DSA approved documents
  3. Written daily reporting of on-site activities and any other project related reporting to project Inspector
  4. Project material testing and inspections on site and off site venues
  5. Offsite structural steel fabrication inspection
  6. Site observation during construction
  7. Attend pre-installation meeting when special inspection is required.
  8. Review PROJECT requirements, approved submittal and required licenses
  9. Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:

- i. Testing of reinforcing steel (#5 and larger)
  - ii. Batch plant inspection of concrete
  - iii. Take samples of cement and collection of concrete supplier certifications
  - iv. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
  - v. Continuous inspection for masonry
  - vi. Compression testing for concrete cylinders, mortar and grout prisms
  - vii. Testing of masonry unit
  - viii. Testing and inspection of anchors, bolts, and dowels
  - ix. Drilling and testing of masonry cores
  - x. Preparation of final affidavits
  - xi. Review of steel placement
  - xii. Visual field welding inspection
  - xiii. Asphalt Testing
10. Site Inspection of construction materials and fabrications
  11. Laboratory and field testing of project materials
  12. Post-report consultation, as required

b. Daily Operations.

1. Only the DISTRICT and its authorized representative will have the authority to request services.
2. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be communicated to the CONSULTANT'S office a minimum of 24 hours in advance.
3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.
4. Technicians will check in with the DISTRICT'S DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.
5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
6. Test samples taken, but not required, may be disposed of by CONSULTANT.

7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will notify the DISTRICT at 80% billing to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

c. Site Observations.

1. CONSULTANT On-Site. At all times during which there are associated work construction activities, CONSULTANT shall have personnel at the Site to observe Site construction activities including analysis of all samples as required by this PROJECT..
2. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CONSULTANT shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon the safety of persons or property, CONSULTANT shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CONSULTANT, the DISTRICT shall be notified in writing by the CONSULTANT of such conditions.

2.8. Post-Construction Phase.

- a. Review and Transmittal of Contractor Close-Out Documents. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CONSULTANT shall deliver to the DISTRICT all the Contractor's close-out documents and items.

- 2.9. Materials. CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3     ADDITIONAL CONSULTANT SERVICES

- 3.1. Additional Services. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.



- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. Such services shall include:
- a. **Material Project Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including project size, quality, or complexity or material changes to the Master Construction Schedule.
  - b. **Termination/Default of Architect or Contractor.** Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
  - c. **Damage or Destruction to Project.** Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
  - d. **After Final Certificate of Payment.** Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
  - e. **Other Services.** Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

#### ARTICLE 4 TERM OF SERVICES

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** The construction time frame is anticipated for 36 months with a completion date of October 01, 2022. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of substantial completion of construction.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
- a. **Workers' Compensation and Employer's Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S

employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and

- b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
  - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
    1. Owned, non-owned, and hired vehicles;
    2. Blanket contractual;
    3. Broad form property damage;
    4. Products/completed operations; and
    5. Personal injury.
  - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
  - d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
  - e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as

evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

## ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following not to exceed prices:

### **Task A – Geotechnical Investigation Services**

1.	Geotechnical Investigation and Report	\$16,511
2.	Post-Report Consultation	\$ 2,000
3.	Construction Document Review at 3 design milestones	\$ 1,500
4.	Site Observation during Construction by EOR as relates to Task A	\$ 4,000
5.	District Contingency	<u>\$ 5,000</u>
	TOTAL – Task A	\$29,011

### **Task B – Material Testing and Inspection Services (per spreadsheet in Attachment A)**

1.	Special Inspections	\$225,989
2.	District Controlled Contingency	\$ 25,000
3.	Allowance for Reimbursable Cost	<u>\$ 10,000</u>
	TOTAL – Not to Exceed for Task B	\$260,989

**Total Not to Exceed Contract Price (Task A + Task B) \$290,000**

- 6.1. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.2. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.3. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.4. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
  - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
  - g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%
- 6.5. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.6. **District Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.7. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment B or as a fixed fee.

## ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

- 7.2. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation.** The CONSULTANT shall provide daily reports.

## ARTICLE 8      TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the

CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.

- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

## ARTICLE 9     DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.



- b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

- 9.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

**Nawar Al Juburi, Project Manager**

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Inspections.** The DISTRICT shall retain Inspection Service providers to conduct construction phase inspections as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. **District Consultants.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

## ARTICLE 11 MISCELLANEOUS

- 11.1. **Equal Opportunity/Non-Discrimination.** CONSULTANT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- CONSULTANT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. CONSULTANT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, CONSULTANT shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.3. **Consultant Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, if less than \$10,000, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for accuracy of CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:
- | <u>DISTRICT</u>  | <u>CONSULTANT</u>  |
|--|--|
| Nawar Al Juburi  | Tony Binaei  |
| Project Manager  | President, P. E.   |
| South Orange County  | C.E.M. LAB Corp.   |
| Community College District                                     |  |
| 28000 Marguerite Parkway                                       | 45 Post  |
| Mission Viejo, CA 92692  | Irvine, CA 92618   |
| <a href="mailto:naljuburi@socccd.edu">naljuburi@socccd.edu</a> | <a href="mailto:tony@cemlabcorp.com">tony@cemlabcorp.com</a> |
- COPY  
Priya Jerome  
Executive Director, Procurement,  
Risk Management and Central Services  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[pjerome@socccd.edu](mailto:pjerome@socccd.edu)
- 11.14. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire AGREEMENT/Amendment.** This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding AGREEMENT.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.17. **Definitions**

- a. **Associate Work.** The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. **Contract.** A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of the PROJECT.
- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Architect.** The Architect is Harley Ellis Devereaux (HED) References to the Architect include Martha Ball & Thomas Christian and its consultants retained to prepare or provide any portion of the Design Documents.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT

DISTRICT

C.E.M. LAB Corp.

South Orange County Community College District

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Tony Binaei  
President, P. E.

---

Ann-Marie Gabel  
Vice Chancellor, Business Services

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(Date)

---

(Date)

---

(Taxpayer number)

Attachment A    Proposal  
Attachment B    Criteria and Billing for Extra Work

**ATTACHMENT A - PROPOSAL**

**REVISED PROPOSAL FORM D - TASK A FEE PROPOSAL**

**Task A: Geotechnical Investigation and Environmental Testing Services - Fees Schedule**

The "Not to Exceed" proposal amount is to include all costs for the Geotechnical Investigation scope of each project.

<b><u>Provide proposed breakdown:</u></b>		<b>Project 3</b>
		<b>SC Gateway Building</b>
i.	Geotechnical Investigation and Report	\$ 16,511
ii.	Post-Report Consultation	\$ 2,000
iii.	Construction Document Review @ 3 design milestones	\$ 1,500
iv.	Site Observation during construction Geotechnical Engineer of Record (only as it relates to Task A - Assume 5 days)	\$ 4,000
v.	Requested Consultant Reimbursable Allowance	
vi.	District Contingency	\$ 5,000
	<b>Task A Total:</b>	<b>\$ 29,011</b>
<b>Unit Pricing</b>		
a.	Unit Price for Soil Drilling (\$/FT)	\$ 35
b.	Unit Price for Rock Coring (\$/FT)	\$ 45

REVISED PROPOSAL FORM D - TASK B FEE PROPOSAL						
Task B: Material Testing and Inspection Services - Fees Schedule						
		Project 3				
		SC - Gateway Building				
	Special Inspection Groups	# Days	# hours	Hourly Rate	Lab Testing	Total
1	Soils					
	Soils - Geotech Engineer Rep	12	96	\$ 55.00		\$ 5,280.00
	Soils - Geotechnical Engineer	12	96	\$ 125.00		\$ 12,000.00
	Soils Testing & Inspection	24	192	\$ 93.00	\$ 2,000.00	\$ 19,856.00
2	Concrete					
	Rebar Testing	3	24		\$ 900.00	\$ 900.00
	Rebar Off Site Inspection	10	80	\$ 93.00		\$ 7,440.00
	Concrete Site Inspection	25	200	\$ 93.00		\$ 18,600.00
	Concrete Batch Plant	15	120	\$ 93.00		\$ 11,160.00
	Concrete Mix Design Review	5		\$ 135.00		\$ 675.00
	Concrete Cylinder Test	60 cylinders		\$ 20.00		\$ 1,200.00
3	Masonry					
	Masonry	20	160	\$ 93.00		\$ 14,880.00
	Compressive Strength Masonry Samples	80 tests			\$ 20.00	\$ 1,600.00
	Testing Masonry Blocks	10 each			\$ 55.00	\$ 550.00
	Mix Design Review	4		\$ 135.00		\$ 540.00
4	Steel					
	Structural Steel Off Site	60	480	\$ 93.00		\$ 44,640.00
	Structural Steel On Site	80	640	\$ 93.00		\$ 59,520.00
	UT Testing	10	80	\$ 95.00		\$ 7,600.00
	Welding Procedure Review	1	4	\$ 93.00		\$ 372.00
5	Post Installed Anchors Inspection					
	Tensile Test of Post Installed Anchors	5	40	\$ 95.00		\$ 3,800.00
6	Asphalt					
	Asphalt	4	32	\$ 93.00		\$ 2,976.00
7	Administrative	10	80	\$ 55.00		\$ 4,400.00
8	Engineering Review	8	64	\$ 125.00		\$ 8,000.00
9	Sub Total					
10	District Allowance for Reimbursable					\$ 10,000.00
11	District Contingency					\$ 25,000.00
12	Task B Total for all testing, special inspections and reporting					\$ 260,989.00
13	TOTAL 'NOT TO EXCEED' FOR TASK A and TASK B					\$ 290,000.00
Provide 'Per Diem Rate' for offsite welding inspection if required		Per Diem Rate				
		\$ 125.00				



**ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK**

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
  - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
  - b. Provide inspection services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of the contractor.
4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Principal Geotechnical Engineer	\$145
Geotechnical Engineer	\$125
Soils Technician – Deputy Inspector	\$93
Concrete and Masonry Deputy Inspector	\$93
Batch Plant Deputy Inspector	\$93
Welding Deputy Inspector	\$93
NDT Deputy Inspector	\$95
Clerical	\$55

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 6, PCL Construction Services, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

On August 22, 2016, the Board of Trustees approved a \$48,999,900 Maximum Allowable Price Design-build agreement with PCL Construction Services, Inc., for the Saddleback College Stadium and Site Improvement project. On December 11, 2017, the Board of Trustees approved Change Order No. 1 for college requested enhancements equaling \$1,900,190. On August 27, 2018, the Board of Trustees ratified Change Order No. 2 for a no cost time extension. On September 24, 2018, the Board of Trustees approved Change Order No. 3 for \$1,367,114, for geotechnical revisions and unforeseen conditions. On February 25, 2019, the Board of Trustees ratified Change Order No. 4 for \$41,509, for a revised contract total of \$52,308,713. On June 24, 2019, the Board of Trustees approved Change Order No. 5 for \$954,963, for a revised total of \$53,263,676.

The college requested items that were incorporated into the project scope during a meeting in December 2018. Change Order No. 5 addressed the design portion which was necessary to complete before the construction costs could be known. The change order also addresses an unforeseen condition related to the college storm drain connection.

### **STATUS**

The required modifications contained in Change Order Request No. 6 are described in EXHIBIT A. Approval of Change Order No. 6 will result in an increase of \$363,354, for a revised contract total of \$53,627,030 and a contract extension of 30 calendar days, for a revised contract completion date of September 29, 2019.

Basic aid funds are available in the approved project budget of \$62,230,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$363,354, for a revised contract total of \$53,627,030 and a revised contract completion date of September 29, 2019.

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

Saddleback College Stadium and Site Improvement Project  
Board Change Order No. 6

September 23, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 6 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900	\$4,263,776	\$363,354	\$53,627,030	307
		4350 Executive Drive, Suite 270	<b>TOTAL</b>	<b>48,999,900</b>		<b>\$363,354</b>	<b>\$53,627,030</b>	<b>307</b>

COR No.	Date	Description	Requested	Status	Amount	Time Extension
92r1	8/14/2019	Extended rental for shoring at MH 13 due to delay in resolution of outfall with County of Orange.	District	reviewed	\$33,709	0
67	7/15/2019	Provide Garland Roof system in lieu of a single-ply SDS Modified Bitumous Membrane roof.	College	reviewed	\$193,182	0
74.1	8/30/2019	Construction costs associated with an ADA compliant pedestrian path from Parking lot 1A to the throwers and practice areas, inclusive of concrete pad for bleachers at soccer field and necessary pathway lighting.	College	reviewed	\$136,463	0
	6/24/2019	Agreed to 30 day concurrent excusable, non-compensable delay related to all items included in Change Orders 5 and 6.	District	reviewed	\$0	30
		<b>TOTAL THIS CHANGE ORDER REQUEST</b>			<b>\$363,354</b>	<b>30</b>

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Study Abroad Program to London, England, from July 21, 2020 to July 29, 2020

**ACTION:** Approval

---

### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. The college has conducted very successful study abroad programs since 1993. Study abroad programs are authorized under Title 5, CCR § 55220.

### **STATUS**

The Division of Applied Technology and Applied Sciences at Saddleback College proposes to offer the study abroad program: History of Graphic Design in London, England during summer semester 2020 from July 21, 2020 to July 29, 2020. The program will be organized and arranged by American Institute for Foreign Study (AIFS) for a fee of \$2,295, without airfare, for 15 to 19 students. Saddleback College solicited multiple proposals for this program and American Institute for Foreign Study (AIFS) met all the programmatic specifications at the best price. They are also a vendor that Saddleback College has used several times over the years. The details of the program are summarized in the narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Travel Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$51,000,000. The proposal from AIFS is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not include London, England. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program History of Graphic Design with study abroad component in London, England for July 21, 2020 to July 29, 2020 as summarized in EXHIBIT B, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with American Institute for Foreign Study (AIFS) for coordinating all travel agreements in EXHIBIT C.

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

Study Abroad Narrative  
London, England  
Summer 2020

Saddleback College has a 25-year tradition of offering Study Abroad Programs. For summer 2020 ATAS will be offering one of its existing transferable history classes with a study abroad component. GD2 (History of Graphic Design) is normally offered as an online class. However, in summer 2020 the final eight days of class will be held in London, England.

The online class will begin Tuesday, June 2, 2020. The first day of travel is Tuesday, July 21, 2020. Students return home on Wednesday, July 29, 2020. This accounts for nine days of travel with seven overnights in London.

Eighteen or more students will enhance their learning experience by exploring the British Museum, the Victoria and Albert Museum, the London Transport Museum, the design department of a London College, a specially selected stationary shop, a material lab, and two specialty book stores.

GD2 (History of Graphic Design) is not only a popular class among graphic design students but it is also a transferable history class. With its convenient summer scheduling it may attract four-year university students looking for a study abroad experience. The timing of the travel dates also allows students to take additional first eight-week summer classes at Saddleback College.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**STUDY ABROAD PROGRAM INFORMATION SUMMARY**

<b>1. PROGRAM</b>									
Location/Destination:		London, England			First Trip:		Yes:	X	No:
Dates:		From:	7/21/2020	To:	7/29/2020	Total No. of Days:		9	
Partner Name (Academic Institution):		NA (travel provider is AIFS)							
Address:		TBA, London, England							
Contact Person:		Charlie McLatchie			Telephone No.:		020 7590 2142		
Description of Institution:		This is the travel portion of a class offered at Saddleback College							
Includes:	Accredited Instruction	Yes:	X	No:					
	Transfer College Units	Yes:	X	No:					
	Orientation	Yes:	X	No:					
	Books/Supplies	Yes:		No:	X				
	Tutors	Yes:		No:	X				
	Weekend Study Activities	Yes:	X	No:					
	Food	Yes:	X	No:					
	Transportation	Yes:	X	No:					
	Lodging	Yes:	X	No:					
Other:		Medical and travel insurance as well as \$5,000,000 liability coverage with SOCCCD.							
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Excludes airfare, passport or visa fees if applicable, meals other than those indicated on the itinerary, personal expenses, any SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty and anything not specified. These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.							
Other:									
<b>2. FACULTY</b>									
Lead Faculty Name:		Steven R Gonsowski							
Coordinates Trip:		Yes:	X	No:					
If No, Explain:									
Travels to Site:		Yes:	X	No:					
Dates:		From:	7/21/2020		To:	7/29/2020			
Teaching Assignment at Program Site:		Yes:		No:	X				
Dates:		From:			To:				
Requires Substitute at IVC and/or SC?		Yes:		No:	X				
Unpaid Faculty Exchange:		Yes:		No:	X				
If Yes, Faculty Name(s) Required:									
Assignments to be Covered: Team teaching									
Course No.:	Course Title:			Date(s)			Time(s)		
NA	Travel is the conclusion of GD2								
Other:									

### 3. COURSE(S) OFFERED AT PROGRAM SITE

[illegible]

## 4. STUDENTS

Minimum number of students required to make program:	<b>18</b>
Minimum number of units:	<b>3 unit class</b>
Maximum number of units:	
If this is a repeat program site, what is the average number of units taken per student?	
Other	

## 5. COSTS

Student:					
Contracted cost per student:				\$	\$2,295
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)				\$	\$255
College:					
Additional costs to the District?		Yes:		No:	X
If Yes Explain:					
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.				\$	N/A
Other Costs				\$	0

**6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)**

**Optional excursions, field trips, tours, and extra-curricular activities.**

## 7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES

[illegible]

8 p.m.	Events and	Events and	Events and	Events and	Events and	Events and	Events and
9 p.m.	Prep for	Prep for	Prep for	Prep for	Prep for	Prep for	Prep for
10 p.m.	Final paper	Final paper	Final paper	Final paper	Final paper	Final paper	Final paper
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					

## 8. ATTACHMENTS

## 9. REQUIRED SIGNATURES

  
Lead Faculty Member

8/13/2019  
Date

  
Department Chair


8/13/19  
Date

  
Division/School Dean

7/15/19  
Date

  
Vice President, Instruction

7/15/19  
Date

  
College President

8/6/19  
Date





## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### STUDY ABROAD TRAVEL CONTRACTOR AGREEMENT

#### *Summer 2020 Study Abroad in London, England General Terms and Conditions*

This Agreement is made this 24<sup>th</sup> day of September, 2019 between the South Orange County Community College District (Saddleback College), located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and American Institute for Foreign Study ("TRAVEL CONTRACTOR") located at 1 High Ridge Park, Stamford, CT 06905 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled "SPECIFIC DETAILS".

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT'S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College", as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
- D. **PAYMENT BY TRIP PARTICIPANTS** – All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip

participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. **RESTRICTION ON TRIP PARTICIPATION** – All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. **AGREEMENT WITH TRIP PARTICIPANTS** – TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL

CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.

- G. **STUDY ABROAD CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- H. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.
- J. **CANCELLATION, SUSPENSION, AND REFUNDS**
1. **Cancellation by Trip Participant**
- TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.
- a. Should a trip participant withdraw from the Study Abroad Trip **on or before the "Date of Initial Deposit Due,"** trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.

- b. Should a trip participant withdraw from the Study Abroad Trip **after the “Date of Initial Deposit Due” and on or before the “Final Payment Due Date,”** trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled “SPECIFIC DETAILS” and TRAVEL CONTRACTOR’S Travel Insurance Plan.
- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the “Final Payment Due Date,”** the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip **by the “Date of Initial Deposit Due,”** District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason **prior to the time of its scheduled departure**, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
  - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
  - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
    - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or
    - b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the

cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

- K. **INDEMNIFICATION** – To the fullest extent permitted by law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, causes of action, damages, liabilities, losses, fines, penalties, expenses, judgments of every kind, demands, and costs, including reasonable attorney's fees arising out of or in connection with TRAVEL CONTRACTOR and Service Provider's activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
- L. **TRAVEL CONTRACTOR INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Fifty-One Million Dollars (\$51,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other general trip insurance benefits as specifically set forth in "SPECIFIC DETAILS". If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

- M. **CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum single limit of liability of \$51,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.
- N. **TRIP PARTICIPANT INSURANCE/COVERAGE** – TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:
- Accidental Death and Dismemberment
  - Medical
  - Chiropractic Care
  - Mental and Nervous - Inpatient and Outpatient
  - Pre-Existing Conditions
  - Emergency Medical Reunion
  - Trip Delay
  - Trip Interruption
  - Trip Cancellation
  - Emergency Medical Evacuation
  - Repatriation
  - Security Evacuation
- O. **TRAVEL CONTRACTOR REGISTRATION** – Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.
- P. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION**
1. TRAVEL CONTRACTOR shall at all times maintain on file an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign

country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel. TRAVEL CONTRACTOR shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.

2. Service Provider shall ensure at least one member of the Service Provider Trip Personnel is available to be present with the Trip participants as defined in and all trip participants are provided with an emergency contact to call in case of emergency. The emergency contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.

Q. **EXCLUSIVITY** – This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.

R. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.

S. **TERMINATION** – Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT'S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse District for all associated costs incurred as a result of Service Provider's failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold District harmless for any claim, damage, or action arising out of Service Provider's failure to meet its duties and obligations under this Agreement or arising from the District's termination of this Agreement.

T. **NON-DISCRIMINATION - TITLE IX COMPLIANCE** – TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and

individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. **WAIVER** – Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. **SEVERABILITY** – If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. **INDEPENDENT CONTRACTOR** – Service Provider is retained as an independent contractor. Service Provider and all of Service Provider's officers, employees, and agents are not officers, employees, or agents of District.
- Y. **ENTIRE AGREEMENT/AMENDMENT** – The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by DISTRICT'S Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the



Agreement and the provisions set forth in any referenced attachments or exhibits , the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the DISTRICT with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

- Z. **STANDARD OF CARE AND PROFESSIONAL CONDUCT** – The TRAVEL CONTRACTOR will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The TRAVEL CONTRACTOR will furnish, at its expense, those services that are set forth in this Agreement and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR’S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled “SPECIFIC DETAILS”, a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR’S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT’S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the “SPECIFIC DETAILS” of the Exhibit.

- AA. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- BB. **APPROVAL BY DISTRICT’S BOARD OF TRUSTEES** – Pursuant to California Education Code 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until DISTRICT’S Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- CC. **COMPLIANCE WITH APPLICABLE LAWS** – TRAVEL CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now and may in the future become applicable to TRAVEL CONTRACTOR, TRAVEL CONTRACTOR’S business, and

personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

DD. **JURISDICTION** – TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

**TRAVEL CONTRACTOR:**

**American Institute for Foreign Study**

Date: \_\_\_\_\_

By: Sharman Hedayati  
*Name of Authorized Representative*

Signature: \_\_\_\_\_

Title: Director of Admissions and Operations

Address: 1 High Ridge Park  
Stamford, CT 06905

Phone: (203) 399-5597

**DISTRICT:**

**South Orange County Community College District**

Date: September 24, 2019

By: Ann-Marie Gabel  
*Name Authorized Representative*

Signature: \_\_\_\_\_

Title: Vice Chancellor of Business Services

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664



## The American Institute for Foreign Study

*AIFS was founded in 1964 and since then, over 1.6 million students have participated in our educational and cultural exchange programs. AIFS pioneered Customized Faculty-Led programs providing logistical support, student services, classrooms, housing facilities and cultural activities abroad, plus student medical, fee refund and liability insurances. This model enables institutions to conduct their own academic programs abroad at minimal expense with the institution maintaining academic control and retaining tuition income. AIFS bill a non-academic program fee, per student or per group, for the services we provide. Winner of the goabroad.com People's Choice Award in 2016, see what students, faculty and study abroad advisors are saying about us now:*

@AIFSCustomized



@AIFSAbroad

**Your proposal has been prepared by  
Charlie McLatchie, Program Manager, London**

*Charlie is your primary contact, collaborating with you on the overall design of the program/itinerary, and using their knowledge of London, can suggest what you might include to complement the teaching schedule and help you meet your academic goals and student learning outcomes. For any questions about this proposal, or any amendments you would like to make to the content please contact Charlie: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk)*

*Sharman Hedayati is the Director of Admissions in our Stamford, CT office. If you are happy with this proposal then please sign and send a scanned copy to Sharman. She will work on marketing materials for you, design an online application, and talk you through the AIFS portal and overall application process: [shedayati@aifs.com](mailto:shedayati@aifs.com)*

*Prior to the start of the program Charlie will introduce you to our on-site staff. They will send you and your students essential pre-departure materials and will be your key contacts during the program, making sure both students and faculty get the most out of the experience and what London has to offer.*

**Saddleback College**  
**Graphic Design, London, Summer, 2020**  
**AIFS Customized, Faculty-led Program Proposal**  
**SPECIFIC DETAILS**

**Depart U.S.:** Tuesday, July 21, 2020  
**Arrive London:** Wednesday, July 22, 2020  
**Depart London:** Wednesday, July 29, 2020

Student Fee based on enrollment:				
10-14	15-19	20-24	25+	
\$2495	\$2295	\$2195	\$2135	One faculty leader
	\$2445	\$2325	\$2245	Two faculty leaders

Should Saddleback wish to run this program with an enrollment below 10 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with Saddleback College.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

**Program Components Included in the Student Fee:**

**Pre-departure Support Services**

- Promotional materials including custom-designed color flyers.
- AIFS University Relations Representative available to promote your program on campus and regionally if required.
- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the customized program portal and on-line materials.
- Final pre-departure packet sent 1-2 weeks prior to the start of the program.

**Health and Safety Support**

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant topics such as safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Each student on the program will be enrolled in the CISI insurance plan and global app. This insurance covers doctor visits, prescriptions, hospitalization and medical evacuation.

Students have access to the 'My CISI' website where they can locate their ID card, policy document, search for a doctor (if traveling away from the program site), access personal security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.

- A check-in facility is also part of the CISI app allowing students to mark themselves as "safe" during an incident or requesting assistance should they need it while traveling independently.
- Student medical and program fee refund insurance policies, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students' control.
- \$51,000,000 liability coverage with South Orange County Community College District named as additional insured for the duration of the program.

#### **Transfers, Accommodation, Meals and Travel Pass**

- Transfer inbound: one-time group transfer by private bus between the airport in London (LHR) and the student housing at a time to meet the group flight on the scheduled arrival date.
- Accommodation: twin rooms within a tourist class central London hotel. Centrally located, maximum 30 minutes travel time to the AIFS Center, with breakfast, linens and towels included.
- Travel pass: Oyster Card inclusive of zones 1 & 2 for use on the buses, underground and over ground trains for the duration of the program.
- Meals: A welcome dinner, a group afternoon tea and a meal allowance of £20 for 7 evening meals.

#### **In-Country Student Support**

- An orientation program in London consisting of a meeting with experienced AIFS staff, covering topics such as general acclimation to London, safety and security issues, cultural differences, travel, money and cultural activities.
- Half-day sightseeing tour of London by private bus with the services of a professional guide and a group entrance to the British Museum.
- A team of experienced Student Services staff to ensure the smooth running of the program, providing information and advice to students, organizing excursions and supervising housing.
- 24-hour on-call service in London for the duration of the program.
- Access to the student computer lab located in the AIFS Student Center with free internet access and printing facilities.
- A personalized International Student Identity Card (ISIC).

### **Cultural and Academic Activities**

- Group entrance to the Victoria and Albert Museum
- A guided walking tour of London's street art with the services of a professional guide.
- Group entrance to the London Transport Museum
- A visit to Artwords Book Store
- A visit to The Design Museum
- A visit to the Material Lab (admission to onsite event if available)
- A visit to Broadway Book Shop
- A visit to Present and Correct Stationary
- A visit and potential workshop at London Design College – subject to availability

*Should any of the above visits be unavailable, they will be replaced with a suitable alternative, in liaison with the Saddleback College faculty.*

### **Faculty Support**

- Accommodation in a single room in the group hotel, on the same basis as the students. Faculty may identify and book their own housing, within an agreed budget, and be reimbursed by AIFS if preferred. Faculty will share a double room on a bed and breakfast basis if two faculty members travel with group. AIFS will provide each faculty member with a travel stipend of \$1225 so they can book transatlantic flights at a time and date convenient for them.
- Full participation on all activities and excursions scheduled on the itinerary, on the same basis as the students, including travel pass, group meals, £140 meal allowance, transfers, entrances, sightseeing tours, etc.
- AIFS will provide the Saddleback College faculty member with access to a shared faculty office.

*Faculty benefits are paid in full for an enrollment of 10 paying students or more, or pro rata for a lower enrollment.*

### **What's Not Included?**

The student fee does not include the following items:

- × Passport or visa fees if applicable
- × Round-trip airfare
- × Meals other than those listed
- × Personal expenses
- × Saddleback College tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Medical insurance for faculty
- × Anything not specified

### **Optional Components**

#### **Insurance Upgrade**

- Optional Extra Protection Insurance Coverage, including increased medical insurance and/or personal effects insurance as outlined in the AIFS insurance brochure.

Enhanced Medical	\$65
Personal Effects	\$90

### **Program Application Procedure and Billing**

We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

<b>Before Friday, April 24, 2020</b>	<b>Friday, April 24, 2020</b>	<b>Wednesday, May 27, 2020</b>
Saddleback College may cancel the program with no penalty.	<p>Application approval and \$450 deposit payment(s) due.</p> <p>AIFS will invoice Saddleback College or bill student participants for the balance of fees.</p> <p>Penalties apply to changed program bookings from this date.</p> <p>AIFS can accept applications after this date on a space available basis, but cannot guarantee program costs after this date.</p>	<p>Confirmation of numbers and full payment due.</p> <p>AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline.</p>
Please note that these are not postmark dates but the dates by which funds must arrive in the AIFS Connecticut office.		

AIFS offers an online application. Saddleback College will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application Saddleback College will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that needs to be completed for the application to be finalized. On the portal, each student will have a “Task List” and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.



### Refund & Cancellation Policy

Student withdraws on or before Friday, April 24, 2020	After Friday, April 24, 2020 but on or before Wednesday, May 27, 2020	After Wednesday, May 27, 2020	Once the program has begun	Because of covered medical reasons
<b>Student receives a refund of:</b>				
All fees paid less a \$150 processing fee and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	All fees paid less the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	No refund, and the total program fee is due.	No refund, unless AIFS suspends the program.	All fees paid less a \$150 processing fee and \$125 insurance premium.

*Please note that any student who is academically withdrawn by his or her home institution after their application has been processed by AIFS is subject to the standard refund policy.*

It is understood that Saddleback College will not cancel the program if the necessary minimum number of participants have been enrolled by **Friday, April 24, 2020**.

In the event of the U.S. State Department issuing a **Level 4** travel warning which advises U.S. Citizens not to travel to London, or if they are already in London, to leave, AIFS will:

- If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the students home. If students are returned home, they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less a \$150 processing fee, \$125 insurance premium, and any costs incurred flying the student home.

### **Acceptance of Proposal**

If you have any questions or wish to make any changes, please contact Charlie McLatchie who prepared the proposal for you: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk).

If you wish to accept this proposal, AIFS requires written acceptance by Friday, September 27, 2019 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements.

Please return a copy of this document in its entirety by fax or scan and email to Sharman Hedayati, Director of Admissions, AIFS, Customized Faculty-Led Programs in Stamford, CT, at 203-399-5597, or [shedayati@aifs.com](mailto:shedayati@aifs.com).

Proposal Accepted by: \_\_\_\_\_  
On behalf of Saddleback College

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Confirmed by: \_\_\_\_\_  
On behalf of the American Institute for Foreign Study

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**United Kingdom**

United Kingdom of Great Britain and Northern Ireland





Exercise increased caution in the United Kingdom due to **terrorism**.

Terrorist groups continue plotting possible attacks in the United Kingdom. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

There is also a risk of isolated violence by dissident groups in Northern Ireland, focused primarily on police and military targets.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to the United Kingdom:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#)  and [Twitter](#) .
- Review the [Crime and Safety Report](#) for the United Kingdom.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

***Last Update: Reissued after periodic review without changes.***

Embassy  
Messages Alerts

[Security Alert from the U. S. Embassy for the Holiday Season](#)

[2018](#) Mon, 03 Dec 2018

[Demonstration Alert – U. S. Consulate General](#)

[Edinburgh](#) Wed, 11 Jul 2018

[Message for U.S. Citizens: Improvements to Safety and Security](#)

[Information](#) Fri, 05 Jan 2018

[Message for U.S. Citizens: New Address of the U.S. Embassy in](#)

[London](#) Wed, 03 Jan 2018

[View Alerts and Messages Archive](#)

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Study Abroad Program to Oxford, England, from March 12, 2020 to May 15, 2020

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. The college has conducted very successful study abroad programs during spring sessions in Oxford, England. Study abroad programs are authorized under Title 5, CCR § 55220.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the Study Abroad Program to Oxford, England, during the spring 2020 session from March 12, 2020 to May 15, 2020. The program will be organized and arranged by American Institute for Foreign Study (AIFS) for a fee of \$5,975 per student for 20 to 24 students, without airfare. For 15-19 students, the fee is \$6,145 per student, without airfare. Saddleback College solicited multiple proposals for this program and American Institute for Foreign Studies (AIFS) was the only vendor that met all of the programmatic specifications. The details of the program are summarized in the narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The required Travel Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$51,000,000. The proposal from AIFS is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not list Oxford, England as a destination to avoid when traveling. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College Study Abroad Program to Oxford, England, for March 12, 2020 to May 15, 2020, as summarized in Exhibit B, and authorize the Vice Chancellor of Business Services to execute the Travel Contractor Agreement with the American Institute for Foreign Study (AIFS) for coordinating all travel agreements as shown in EXHIBIT C.

Study Abroad Narrative  
Oxford, England  
Spring 2020

Saddleback College has offered the Oxford Study Abroad Program for more than 20 consecutive years. In spring 2020, a group of 20 or more students will study English literature, Shakespeare's Tragedies, and the Humanities from March 15, 2020 through May 14, 2020. Seventeen students participated in spring 2019. The faculty advisor will accompany the students on their arrival flight, March 12, 2020, as well as the duration of the program in Oxford, returning May 15, 2020.

Students will enroll in a minimum of 12 units of Saddleback College courses. Three of the 12 units will be taken at Saddleback College in the first eight weeks of the spring semester, preceding their March 12, 2020 departure. At Oxford, students will attend classes Monday through Wednesday in addition to completing projects for their online Humanities course. The Saddleback College faculty advisor will teach the courses at Lincoln College, adhering to Saddleback College's course outlines. The average number of units taken per student in spring 2019 was 12 units. The Program includes more than 15 weekly hours of instruction in addition to Thursday excursions to cultural and historical sites.

Accommodations for the students are in approved home-stays, including breakfast and dinner. The faculty advisor will be provided a one-bedroom apartment while in Oxford and is responsible for meals. All accommodations are within a short bus ride from Lincoln College.

[illegible]

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
<b>Course No.:</b>	<b>Course Title:</b>						<b>No. of Units</b>
Humanities 1	Introduction to Humanities (Saddleback 1/13-3/12/20 and Oxford 3/16-5/14/20)						3
English 18	Shakespeare: The Tragedies (Oxford 3/16-5/14/20)						3
English 27A	Introduction to the Novel (Saddleback 1/13-3/12/20 and Oxford 3/16-5/14/20)						3
English 1A	Principles of Composition I (Saddleback College 1/13-3/12/20)						4
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						20	
Minimum number of units:						12	
Maximum number of units:						15	
If this is a repeat program site, what is the average number of units taken per student?						12	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$	\$5,975
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						\$	\$91.92
College:							
Additional costs to the District?		Yes:		No:	x		
If Yes Explain:							
Cost of substitute pay if instructor is also receiving salary for courses at IVC and/or SC during the same period of time.						\$	N/A
Other Costs						\$	0
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Eng. 27A	Eng 18	Eng. 18	Field trips			
9 a.m.	X	x	x				
10 a.m.	X	X	X	X			
11 a.m.	X	X	X	X			
12 Noon	lunch	lunch	lunch	lunch			
1 p.m.		Hum 1	Hum 1	X			
2 p.m.		ONLINE	ONLINE	X			
3 p.m.				X			
4 p.m.				X			
5 p.m.				X			
6 p.m.				dinner			
7 p.m.				X			
8 p.m.				X			
9 p.m.				X			
10 p.m.				X			
Exceptions to weekly schedule:		Field trips are scheduled during 3 of the 9 weeks students are in Oxford.					
<b>8. ATTACHMENTS</b>							



**9. REQUIRED SIGNATURES**

  
\_\_\_\_\_  
Lead Faculty Member      June 14, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Chair      June 14, 2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division/School Dean      6-17-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vice President, Instruction      7/15/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
College President      8/6/19  
\_\_\_\_\_  
Date



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### STUDY ABROAD TRAVEL CONTRACTOR AGREEMENT

#### *Spring 2020 Study Abroad in Oxford, England General Terms and Conditions*

This Agreement is made this 24<sup>th</sup> day of September, 2019 between the South Orange County Community College District (Saddleback College), located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and American Institute for Foreign Study ("TRAVEL CONTRACTOR") located at 1 High Ridge Park, Stamford, CT 06905 and is for the limited purpose of providing travel arrangements for the Study Abroad Trip described on the Exhibit to this Agreement labeled "SPECIFIC DETAILS".

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise, and agree as follows:

- A. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Study Abroad Trip.
- B. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Study Abroad Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- C. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR shall prepare and provide at its own expense additional promotional material, which material must have prior written approval of the DISTRICT'S authorized representative before publication and distribution to trip participants of the Study Abroad Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College", as well as any other identifying information as requested by the DISTRICT. All travel arrangements are the responsibility of TRAVEL CONTRACTOR."
- D. **PAYMENT BY TRIP PARTICIPANTS** – All payments by trip participants in the Study Abroad Trip for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by trip

participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Study Abroad Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each trip participant of each Study Abroad Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Study Abroad Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Study Abroad Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each trip participant in the Study Abroad Trip. In the event a Study Abroad Trip is for any reason cancelled prior to its scheduled departure or after the date specified for final payment for participation in a particular Study Abroad trip, TRAVEL CONTRACTOR shall provide trip participant a refund within thirty (30) days, subject to the cancellation terms and conditions of TRAVEL CONTRACTOR and/or Service Provider.

- E. **RESTRICTION ON TRIP PARTICIPATION** – All trip participants shall be registered in the course related to the Study Abroad Program. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE STUDY ABROAD PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT, EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN A STUDY ABROAD TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Study Abroad Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Study Abroad Trip.
- F. **AGREEMENT WITH TRIP PARTICIPANTS** – TRAVEL CONTRACTOR shall not require any trip participant to execute any document, which in any way contradicts or relieves TRAVEL CONTRACTOR of its duties and obligations to District or trip participants, including but not limited to, TRAVEL CONTRACTOR'S duty to indemnify District, as provided in this Agreement. The District reserves the right to review and approve all documents, which TRAVEL

CONTRACTOR requires trip participants to sign. Failure to review shall not waive any of District's rights hereunder.

- G. **STUDY ABROAD CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- H. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Study Abroad Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Study Abroad Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Study Abroad trip participants, such breach may cause hardship to the Study Abroad trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Study Abroad trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Study Abroad trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as penalty, provided, however, that the rights set forth in this paragraph shall not preclude each Study Abroad trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this paragraph.
- I. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association, and shall maintain membership throughout this Agreement.
- J. **CANCELLATION, SUSPENSION, AND REFUNDS**
1. **Cancellation by Trip Participant**
- TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.
- a. Should a trip participant withdraw from the Study Abroad Trip **on or before the "Date of Initial Deposit Due,"** trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled "SPECIFIC DETAILS" and TRAVEL CONTRACTOR'S Travel Insurance Plan.

- b. Should a trip participant withdraw from the Study Abroad Trip **after the “Date of Initial Deposit Due” and on or before the “Final Payment Due Date,”** trip participant shall be refunded fees already paid (including for medical insurance), subject to the terms and conditions of the Exhibit to this Agreement, labeled “SPECIFIC DETAILS” and TRAVEL CONTRACTOR’S Travel Insurance Plan.
- c. Should a trip participant withdraw from the Study Abroad Trip **any time following the “Final Payment Due Date,”** the trip participant shall not be entitled to a refund.

2. Cancellation by DISTRICT, TRAVEL CONTRACTOR, or Service Provider

TRAVEL CONTRACTOR shall include in the cost per student, Trip Cancellation and Cancel for Any Reason insurance, which will insure trip participants for their trip costs, for any reason that prevents trip participant from either commencing the trip or their early return from the trip.

- a. In the event an insufficient number of trip participants have enrolled in the Study Abroad Trip **by the “Date of Initial Deposit Due,”** District may cancel the Study Abroad Trip and TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants.
- b. In the event the Study Abroad Trip is cancelled (not related to U.S. Department of State Travel Warning) by the TRAVEL CONTRACTOR for any reason **prior to the time of its scheduled departure**, TRAVEL CONTRACTOR shall refund, in full, within thirty (30) days any payments received from trip participants, regardless of whether a refund for expended funds is obtained by TRAVEL CONTRACTOR/Service Provider.
- c. Service Provider cancellations shall be based on the official travel warnings issued by the U.S. Department of State for the Foreign Country. There are two distinct levels of travel warnings:
  - I. The U.S. Department of State recommends that U.S. citizens avoid and deter travel to a particular country;
  - II. The U.S. Department of State issues a Level 4 travel warning, which advises U.S. citizens not to travel to the Foreign Country. In the case of a Level 4 warning against travel to a Foreign Country, Service Provider will:
    - a) If the Study Abroad Trip has not started, either make suitable alternative arrangements or it may be cancelled and all fees paid shall be refunded, as mutually agreed upon by the Parties; or
    - b) If the Study Abroad Trip has started, suspend it and fly the trip participants home. If trip participants are returned home, they will be subject to the

cancellation terms and conditions of the Travel Contractor and/or Service Provider.

3. Suspension by Travel Contractor

Should TRAVEL CONTRACTOR suspend the Study Abroad Trip after it has begun, the trip participant shall receive a full refund of all fees and deposits already paid to TRAVEL CONTRACTOR.

4. Refund Process

All funds will be processed according to the Program Proposal and refund amounts based on the withdrawal dates contained therein. It is agreed, that in the event of any conflict and/or inconsistency between the terms of this Agreement and those contained in the Program Proposal, the terms of this Agreement shall govern. Travel Contractor shall remit any refunds or reimbursements received to the trip participant within thirty (30) days of receipt.

- K. **INDEMNIFICATION** – To the fullest extent permitted by law, TRAVEL CONTRACTOR agrees to protect, hold harmless, defend, and indemnify DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers against any and all claims, lawsuits, causes of action, damages, liabilities, losses, fines, penalties, expenses, judgments of every kind, demands, and costs, including reasonable attorney's fees arising out of or in connection with TRAVEL CONTRACTOR and Service Provider's activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
- L. **TRAVEL CONTRACTOR INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Study Abroad Trip maintain a comprehensive worldwide, general liability policy or policies with a limit of not less than Fifty-One Million Dollars (\$51,000,000) per occurrence. Such policy shall insure TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss for reasons including, but not limited to: (a) bodily injury, death, or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to trip participants while on the Study Abroad Trip, and other general trip insurance benefits as specifically set forth in "SPECIFIC DETAILS". If the Study Abroad Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

- M. **CERTIFICATE(S) OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the DISTRICT Procurement, Central Services, and Risk Management office with a valid certificate of insurance and endorsement naming the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers as additional insured with a minimum single limit of liability of \$51,000,000 per occurrence. Certificate of insurance shall provide evidence that the policy covers the world-wide exposures of each Study Abroad Trip. The certificate shall be submitted with the executed agreement to the District Procurement, Central Services, and Risk Management office at least thirty (30) working days prior to commencement of the program.
- N. **TRIP PARTICIPANT INSURANCE/COVERAGE** – TRAVEL CONTRACTOR shall provide to and enroll each Trip Participant at minimum, the following insurance/coverage:
- Accidental Death and Dismemberment
  - Medical
  - Chiropractic Care
  - Mental and Nervous - Inpatient and Outpatient
  - Pre-Existing Conditions
  - Emergency Medical Reunion
  - Trip Delay
  - Trip Interruption
  - Trip Cancellation
  - Emergency Medical Evacuation
  - Repatriation
  - Security Evacuation
- O. **TRAVEL CONTRACTOR REGISTRATION** – Pursuant to California Business and Professions Code 17550 et seq., TRAVEL CONTRACTOR must maintain current registration with the State of California Attorney General's Office Seller of Travel Program, and must display the registration number on all advertising. Upon DISTRICT request, TRAVEL CONTRACTOR will provide a valid Seller of Travel Registration document issued by the Attorney General's Seller of Travel Registration Unit. Additionally, if TRAVEL CONTRACTOR either has a principal place of business located in California and does business in California, or if TRAVEL CONTRACTOR'S stock is listed on a national securities exchange or market quotation system, then TRAVEL CONTRACTOR is required to participate in the Travel Consumer Restitution Fund. If applicable, TRAVEL CONTRACTOR shall provide DISTRICT with a copy of its registration with the Travel Consumer Restitution Corporation.
- P. **SERVICE PROVIDER INFORMATION AND IDENTIFICATION**
1. TRAVEL CONTRACTOR shall at all times maintain on file an accurate information sheet listing name, address, telephone, facsimile, e-mail, of any and all Service Provider companies and its employees who will be used during the Study Abroad Trip in the foreign

country. TRAVEL CONTRACTOR shall be solely responsible for the adequacy of the Service Provider Trip Personnel TRAVEL CONTRACTOR shall ensure the DISTRICT is able to contact the Service Provider Trip Personnel assigned to supervise the Study Abroad Trip at all times.

2. Service Provider shall ensure at least one member of the Service Provider Trip Personnel is available to be present with the Trip participants as defined in and all trip participants are provided with an emergency contact to call in case of emergency. The emergency contact must be present in the Foreign Country and able to provide immediate assistance to any trip participant who requests it.

Q. **EXCLUSIVITY** – This Agreement shall not be an exclusive Agreement with TRAVEL CONTRACTOR. DISTRICT may enter into agreement(s) with other agencies at any time and/or simultaneously, for the purpose of educational travel and field study trips.

R. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated as provided herein. The termination or expiration of this Agreement shall not relieve any from the liability arising from breach of this Agreement.

S. **TERMINATION** – Upon 30 days written notice to TRAVEL CONTRACTOR, DISTRICT may terminate this Agreement in its entirety at any time. Upon DISTRICT'S termination, TRAVEL CONTRACTOR shall promptly provide full reimbursement to all Trip participants, including any and all funds used to secure services from third parties to the extent such funds have not been paid to any third party providers. Notwithstanding, Service Provider shall make a good faith effort to obtain a refund from any such third party providers and reimburse the Trip participants within thirty (30) calendar days from the effective date of termination. Further, Service Provider shall reimburse District for all associated costs incurred as a result of Service Provider's failure to satisfy the terms and conditions of this Agreement. Service Provider shall indemnify, defend, and hold District harmless for any claim, damage, or action arising out of Service Provider's failure to meet its duties and obligations under this Agreement or arising from the District's termination of this Agreement.

T. **NON-DISCRIMINATION - TITLE IX COMPLIANCE** – TRAVEL CONTRACTOR shall not discriminate on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law in its acceptance, assignment, treatment, evaluation or compensation of students who participate in the Program.

In accordance with Title IX of the Education Amendments of 1972 at 20 U.S.C. §§1681-1688, DISTRICT shall not discriminate on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Notwithstanding, local providers and



individuals subject to the laws of the Foreign Country who provide services as part of the Program, e.g. museum guides, etc., shall be exempt from the requirements of Title IX.

TRAVEL CONTRACTOR shall ensure that all services and benefits rendered to the DISTRICT, its, officers, agents, employees, representatives, contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status or any other category protected by law. TRAVEL CONTRACTOR shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- U. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- V. **WAIVER** – Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.
- W. **SEVERABILITY** – If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits under this Agreement.
- X. **INDEPENDENT CONTRACTOR** – Service Provider is retained as an independent contractor. Service Provider and all of Service Provider's officers, employees, and agents are not officers, employees, or agents of District.
- Y. **ENTIRE AGREEMENT/AMENDMENT** – The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by DISTRICT'S Board of Trustees, and executed by the Parties shall be interpreted in the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the

Agreement and the provisions set forth in any referenced attachments or exhibits , the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the DISTRICT with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

- Z. **STANDARD OF CARE AND PROFESSIONAL CONDUCT** – The TRAVEL CONTRACTOR will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The TRAVEL CONTRACTOR will furnish, at its expense, those services that are set forth in this Agreement and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the TRAVEL CONTRACTOR or any sub-contractor the TRAVEL CONTRACTOR has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the District desires the TRAVEL CONTRACTOR to provide services in addition to, or different from, the services described. The TRAVEL CONTRACTOR shall advise the DISTRICT in writing of any services that, in the TRAVEL CONTRACTOR’S opinion, lie outside of the technical and professional expertise of the TRAVEL CONTRACTOR. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof.

TRAVEL CONTRACTOR or TRAVEL CONTRACTOR’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the delivery of services as described in the Exhibit labeled “SPECIFIC DETAILS”, a threat to the safety of persons or property, or any of TRAVEL CONTRACTOR’S employees who fail or refuse to perform, the services in a manner acceptable to the DISTRICT, shall be promptly removed from DISTRICT’S account by the TRAVEL CONTRACTOR and shall not be designated to perform and/or coordinate any of the services outlined in the “SPECIFIC DETAILS” of the Exhibit.

- AA. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- BB. **APPROVAL BY DISTRICT’S BOARD OF TRUSTEES** – Pursuant to California Education Code 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until DISTRICT’S Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- CC. **COMPLIANCE WITH APPLICABLE LAWS** – TRAVEL CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now and may in the future become applicable to TRAVEL CONTRACTOR, TRAVEL CONTRACTOR’S business, and

personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

DD. **JURISDICTION** – TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Study Abroad Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

**TRAVEL CONTRACTOR:**

**American Institute for Foreign Study**

Date: \_\_\_\_\_

By: Sharman Hedayati  
*Name of Authorized Representative*

Signature: \_\_\_\_\_

Title: Director of Admissions and Operations

Address: 1 High Ridge Park  
Stamford, CT 06905

Phone: (203) 399-5597

**DISTRICT:**

**South Orange County Community College District**

Date: September 24, 2019

By: Ann-Marie Gabel  
*Name Authorized Representative*

Signature: \_\_\_\_\_

Title: Vice Chancellor of Business Services

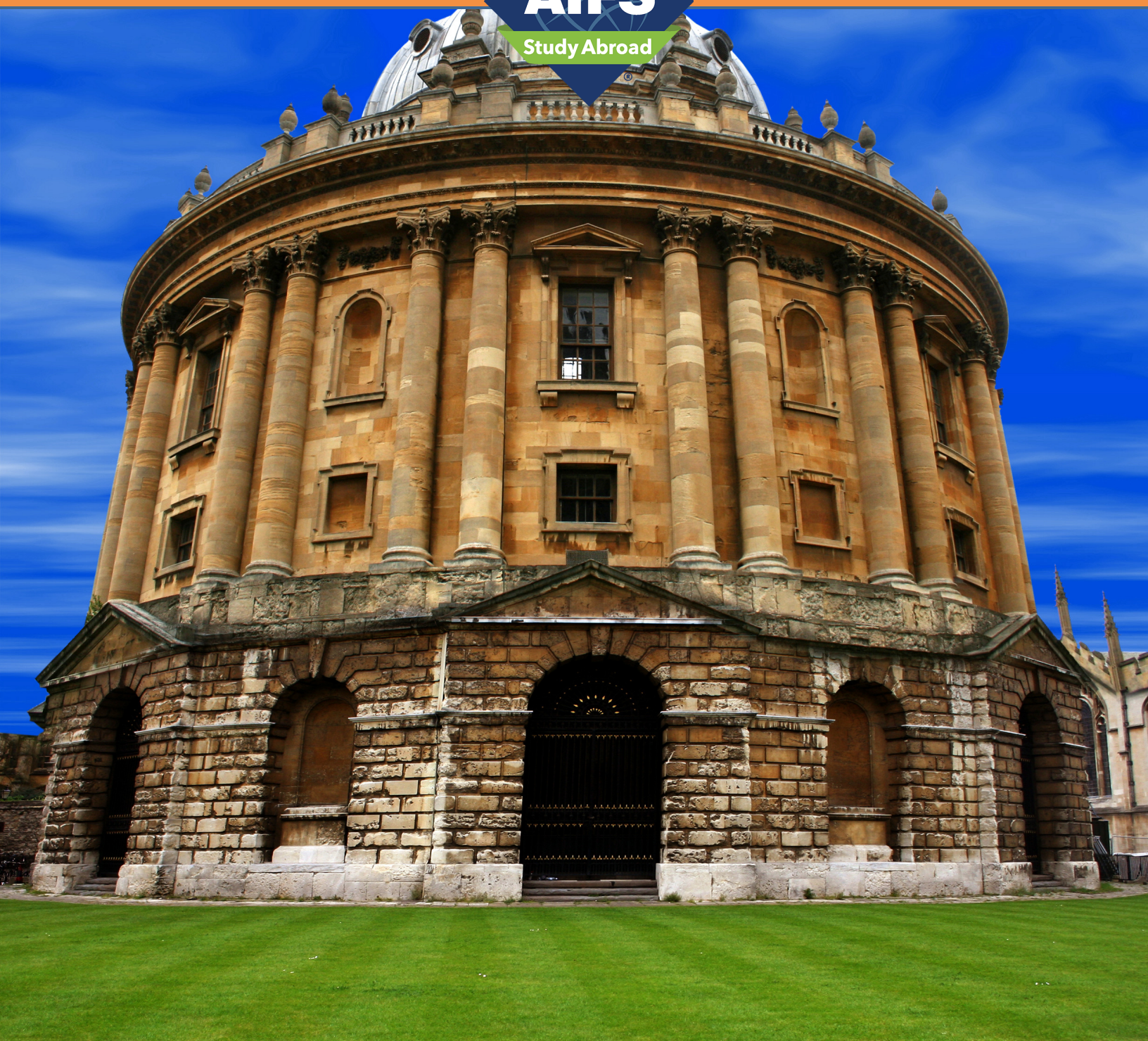
Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664



AIFS

Study Abroad



Saddleback College  
Oxford Semester  
Spring 2020

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Customized Faculty-Led Proposal





## The American Institute for Foreign Study

*AIFS was founded in 1964 and since then, over 1.6 million students have participated in our educational and cultural exchange programs. AIFS pioneered Customized Faculty-Led programs providing logistical support, student services, classrooms, housing facilities and cultural activities abroad, plus student medical, fee refund and liability insurances. This model enables institutions to conduct their own academic programs abroad at minimal expense with the institution maintaining academic control and retaining tuition income. AIFS bill a non-academic program fee, per student or per group, for the services we provide. Winner of the GoAbroad.com Top Study Abroad Organization in 2018 and the People's Choice Award in 2016, see what students, faculty and study abroad advisors are saying about us now:*

@AIFSCustomized



@AIFSAbroad

### **Your proposal has been prepared by Charlie McLatchie, Program Manager, London Office**

*Charile McLatchie is your primary contact, collaborating with you on the overall design of the program/itinerary, and using their knowledge of Oxford, can suggest what you might include to complement the teaching schedule and help you meet your academic goals and student learning outcomes. For any questions about this proposal, or any amendments you would like to make to the content please contact Charlie: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk)*

*Sharman Hedayati is the Director of Admissions in our Stamford, CT office. If you are happy with this proposal then please sign and send a scanned copy to Sharman. She will work on marketing materials for you, design an online application, and talk you through the AIFS portal and overall application process: [shedayati@aifs.com](mailto:shedayati@aifs.com)*

*Prior to the start of the program Charlie will introduce you to our on-site staff. They will send you and your students essential pre-departure materials and will be your key contacts during the program, making sure both students and faculty get the most out of the experience and what Oxford has to offer.*

**Saddleback College**  
**Spring Semester, Oxford, Spring, 2020**  
**AIFS Customized, Faculty-led Program Proposal**  
**SPECIFIC DETAILS**

**Effective: June 24, 2019**

**Depart U.S.:** Thursday, March 12, 2020  
**Arrive Oxford:** Friday March, 13, 2020  
**Depart Oxford:** Friday May 15, 2020

15-19	20-24	25+	
\$6145	\$5975	\$5875	One faculty leader

Should Saddleback College wish to run this program with an enrollment below 15 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with Saddleback College.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

**Program Components Included in the Student Fee:**

**Pre-departure Support Services**

- Promotional materials including custom-designed color flyers.
- AIFS University Relations Representative may be available to promote your program on campus and regionally if required.
- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the customized program portal and on-line materials.
- Final pre-departure packet sent 1-2 weeks prior to the start of the program.

**Health and Safety Support**

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant topics such as safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Each student on the program will be enrolled in the CISI insurance plan and global app. This insurance covers doctor visits, prescriptions, hospitalization and medical evacuation. Students have access to the 'My CISI' website where they can locate their ID card, policy document, search for a doctor (if traveling away from the program site), access personal

security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.

- A check-in facility is also part of the CISI app allowing students to mark themselves as “safe” during an incident or requesting assistance should they need it while traveling independently.
- Student medical and program fee refund insurance policies, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students’ control.
- \$51,000,000 liability coverage with South Orange County Community College District named as additional insured for the duration of the program.

#### **Accommodation, Travel Passes and Meals**

- Accommodation in a single-room homestay on a half-board basis with access to Wi-Fi. Students will live no further than a 30-minute bus ride from Oxford city center and will be located in safe residential areas.
- Meals: Daily continental breakfast and evening meal with the homestay family along with a group farewell meal.
- Travel Passes: An Oxford Key travel pass, which allows unlimited travel in the Smart Zone, covering travel between the city center and homestay areas for the duration of the program.

#### **In-Country Student Support**

- An orientation program in Oxford consisting of an orientation meeting with AIFS Staff, student information packet including comprehensive student handbook, local area information.
- A walking tour of Oxford with the services of a professional guide including entrances to an Oxford University College and afternoon tea welcome event.
- The services of an Oxford-based homestay coordinator to allocate and deal with homestay issues.
- The services of AIFS student services staff available to handle any emergencies and visit the group once a week. An AIFS staff member will be on site for the entire first week of the program.
- International Student Identity Card.

### Academic Support

- One classroom available for 2.5 hours per day, Monday to Wednesday. Exact times and dates to be decided between AIFS and the Saddleback College faculty member. Facilities available: flip chart, projector, laptop, white boards & pens, set up assistance, variety of room layout (classroom, boardroom, U-shape etc.)
- Two academically enhancing field trips to include a visit to the Sheldonian Theatre and an academic excursion to London. Provisions will be made for travel to and around London or Oxford, visits to museums and/or tickets to performances in discussion with the Saddleback College faculty member.
- An Academic excursion fund of £100 per student for Humanities academic visits. AIFS will liaise with the Saddleback College faculty member to allocate the funds accordingly.

### Cultural Activities and Excursions

- A full-day excursion to London by Oxford Tube bus with a tour of London including entrance to the Tower of London accompanied by a professional Blue Badge guide, day travel passes for London's transport network, and an evening theatre performance in the West End. *Oxford Tube bus tickets permit return the same or next day allowing students to stay in London for the night if they wish.*
- A full-day excursion to Bath and Stonehenge by private bus, including the services of a professional guide and entrances to the Roman Baths and Stonehenge.
- A full-day excursion to Stratford-upon-Avon by private bus (with late return). This includes entrances to Warwick Castle with professional guide, Anne Hathaway's Cottage, Shakespeare's Birthplace and Trinity Church for Shakespeare's Grave, and an evening theatre performance at the Royal Shakespeare Theatre in Stratford.

### Faculty Support

- Round-trip flights between Los Angeles (LAX) and London Heathrow (LHR) on the scheduled group flight. Alternatively, faculty may wish to make their own flight arrangements. In this situation AIFS will reimburse Saddleback College faculty the optional student airfare fee once the program has departed the U.S.
- AIFS will provide the Saddleback College faculty member with housing in a one-bedroom apartment in Oxford. The apartment will be fully furnished and all utilities (except telephone) will be included. Internet will be provided in the apartment.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including travel pass, transfers, entrances, sightseeing tours, etc.
- AIFS will provide the Saddleback College faculty member with a pay-as-you-go cell phone and printer. The cost of cell phone calls are the responsibility of the faculty member. *Faculty benefits are paid in full for an enrollment of 15 paying students or more, or pro rata for a lower enrollment.*



**What's Not Included?**

The student fee does not include the following items:

- × Round-trip airfare and in-country transfers for students– see **Optional Components**
- × \$250 refundable damage deposit
- × Passport or visa fees if applicable
- × Meals other than those listed
- × Personal expenses
- × Saddleback College tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Medical insurance for faculty
- × Anything not specified

**Optional Components**

**Airfare Package** - a minimum of 10 participants is required for the group Airfare Package.

- Roundtrip flights between Los Angeles (LAX) and London Heathrow (LHR) in economy/standard class.
- Roundtrip transfers in between London Heathrow and Oxford.
- AIFS staff meet-and-greet at the airport to assist on arrival and escort students to their housing.

10+ students	
\$380	Roundtrip airfare, airport transfer & staff support
\$555	Estimated Taxes, Fees & Fuel Fee (subject to change)
\$935	<b>Estimated total (subject to change)</b>

The airfare package is optional to student participants and offered on a space-available basis.

AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the issuing agent – agent and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after **Wednesday December 18, 2019**.

AIFS is financially committed to any confirmed airlines seats from **Tuesday, December 3, 2019**, and therefore an airfare review will take place prior to this date. AIFS requests that Saddleback College provide an indication of how many students intend to purchase the transportation package listed above. However, should Saddleback College decide not to offer this transportation package to their students, AIFS must be notified before **Tuesday, December 3, 2019**.

**York Optional** Three-day, two-night, stay in a hotel in York on a bed and breakfast basis, including round-trip travel between Oxford and York (by train or by private coach), entrances to York Minster, a ghost tour of the city and an excursion to Castle Howard including round-trip transport by private coach. The services of an AIFS staff member are available throughout to assist the group. Cost also include one free faculty member place. A minimum enrollment of 15 students is required to run the trip at a cost of **\$500**.

### **Program Application Procedure and Billing**

We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

<b>Before Wednesday, December 18, 2019</b>	<b>Wednesday, December 18, 2019</b>	<b>Friday, January 17, 2020</b>
<p>Saddleback College may cancel the program with no penalty.</p> <p>NB: See airfare conditions for deadlines</p>	<p>Application approval and \$450 deposit payment(s) due.</p> <p>AIFS will bill student participants for the balance of fees.</p> <p>Penalties apply to changed program bookings from this date.</p> <p>AIFS can accept applications after this date on a space available basis, but cannot guarantee program costs after this date.</p>	<p>Confirmation of numbers and full payment due.</p> <p>AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline.</p>
Please note that these are not postmark dates but the dates by which funds must arrive in the AIFS Connecticut office.		

AIFS offers an online application. Saddleback College will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application Saddleback College will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that needs to be completed for the application to be finalized. On the portal, each student will have a "Task List" and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.

**Refund & Cancellation Policy**

Student withdraws on or before Wednesday, December 18, 2019	After Wednesday, December 18, 2019, but on or before Friday, January 17, 2020	After Friday, January 17, 2020	Once the program has begun	Because of covered medical reasons
<b>Student receives a refund of:</b>				
All fees paid less a \$150 processing fee and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	All fees paid less the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	No refund, and the total program fee is due.	No refund, unless AIFS suspends the program.	All fees paid less a \$150 processing fee and \$210 insurance premium.

*Please note that any student who is academically withdrawn by his or her home institution after their application has been processed by AIFS is subject to the standard refund policy.*

It is understood that Saddleback College will not cancel the program if the necessary minimum number of participants have been enrolled by **Wednesday, December 18, 2019**.

In the event of the U.S. State Department issuing a **Level 3** travel warning which advises U.S. Citizens not to travel to the UK, or if they are already in the UK, to leave, AIFS will:

- If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the students home. If students are returned home, they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less a \$150 processing fee, \$210 insurance premium, and any costs incurred flying the student home.

### **Acceptance of Proposal**

If you have any questions or wish to make any changes, please contact Charlie McLatchie who prepared the proposal for you: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk).

If you wish to accept this proposal, AIFS requires written acceptance by Friday, September 27, 2019 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements.

Please return a copy of this document in its entirety by fax or scan and email to Sharman Hedayati, Director of Admissions, AIFS, Customized Faculty-Led Programs in Stamford, CT, at 203-399-5597, or [shedayati@aifs.com](mailto:shedayati@aifs.com).

Proposal Accepted by: \_\_\_\_\_  
On behalf of Saddleback College

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Confirmed by: \_\_\_\_\_  
On behalf of the American Institute for Foreign Study

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**United Kingdom**

United Kingdom of Great Britain and Northern Ireland





Exercise increased caution in the United Kingdom due to **terrorism**.

Terrorist groups continue plotting possible attacks in the United Kingdom. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

There is also a risk of isolated violence by dissident groups in Northern Ireland, focused primarily on police and military targets.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to the United Kingdom:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#)  and [Twitter](#) .
- Review the [Crime and Safety Report](#) for the United Kingdom.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

***Last Update: Reissued after periodic review without changes.***

Embassy  
Messages Alerts

[Security Alert from the U. S. Embassy for the Holiday Season](#)

[2018](#) Mon, 03 Dec 2018

[Demonstration Alert – U. S. Consulate General](#)

[Edinburgh](#) Wed, 11 Jul 2018

[Message for U.S. Citizens: Improvements to Safety and Security](#)

[Information](#) Fri, 05 Jan 2018

[Message for U.S. Citizens: New Address of the U.S. Embassy in](#)

[London](#) Wed, 03 Jan 2018

[View Alerts and Messages Archive](#)

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Amendment No. 2 to Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD (on behalf of Saddleback College)

**ACTION:** Approval

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### **BACKGROUND**

On November 16, 2015, the Board of Trustees approved the purchase of 1.323 acres of land located at the entrance to Saddleback College at Medical Center Drive and Marguerite Parkway for \$250,000 and authorized the finalization and execution by staff of the accompanying sales contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (the "Church") and SOCCCD.

On June 25, 2018, the Board of Trustees approved the Amendment No.1 to the Sales Contract that amended the sales contract dated November 18, 2015 and confirmed that the closing date shall occur no later than 15 business days after the recordation of the parcel map in the official records. The parcel map was recorded on June 12, 2019; however, due to delays on the Church's part, we were unable to close within 15 days, thus causing a need to amend the agreement again.

### **STATUS**

Amendment No. 2 to the Sales Contract between the Church and SOCCCD (EXHIBIT A) amends the sales contract dated November 18, 2015, and Amendment No. 1 to the Sales Contract dated July 9, 2019 (EXHIBIT B), to revise the closing date to be no later than November 29, 2019.

In February 2016, the earnest deposit of \$10,000 was submitted to the Church. On June 27, 2019, escrow opened with Fidelity National Title Company. The balance of \$240,000 will be remitted in accordance with escrow instructions.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Amendment No. 2 to the Sales Contract between the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints and SOCCCD and authorize its execution and issuance of the final payment to Fidelity National Title Company by the Chancellor or Vice Chancellor, Business Services.

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



**Amendment No. 2 to  
Sale Contract**

Property Number: 514-9754

Property Address: 27976 Marguerite Parkway  
Property City / State: Mission Viejo, California

Property Tax Parcel No. 740-012-24

**SELLER**

CORPORATION OF THE PRESIDING BISHOP OF THE  
CHURCH OF JESUS CHRIST OF LATTER- DAY SAINTS, A  
UTAH CORPORATION SOLE

**PURCHASER**

South Orange County Community College District  
(SOCCCD)

The Sale Contract dated November 18, 2015, as amended, is hereby amended as follows:

1. The Closing Date set forth in Section 1(h) of the Sale Contract shall be revised as follows: The Closing Date shall be the date specified in a notice from Purchaser that the closing conditions set forth in Section 11 of the Sale Contract have been satisfied, including but not limited to, confirmation from Escrow Agent that Escrow Agent is irrevocably obligated to provide to Purchaser the Title Policy subject only to the Permitted Exceptions. In no event shall the Closing Date be later than November 29, 2019 (the "**Outside Closing Date**"), and if the Closing has not occurred by the Outside Closing Date, the Sale Contract shall automatically terminate pursuant to the terms of Section 15 of the Sale Contract, and neither party shall have any further rights or obligations thereunder; provided, however, that if the Closing has not occurred by the Outside Closing Date due to a default by either Purchaser or Seller, then the terms of Section 13(a) or Section 13(b), as applicable, shall apply.
2. The term "**Business Days**" shall not include any day on which the Purchaser's administrative offices are closed.
3. Seller acknowledges that the vested owner of the Property pursuant to the Title Report is the "Corporation of the President of the Los Angeles California East Stake, the Church of Jesus Christ of Latter-Day Saints" (the "**Vested Owner**"), which is an affiliate of Seller. Seller has received a limited power of attorney from Vested Owner, authorizing Seller to sign all closing documents on Vested Owner's behalf. Accordingly, Seller shall provide the limited power of attorney and Grant Deed to the Title Company for review and approval no later than ten (10) business days prior to the Closing Date.
4. Seller and Purchaser hereby acknowledge and agree that Seller makes no representation or warranties regarding access to the Property from Marguerite Parkway.
5. The terms and conditions of this Amendment shall supersede any conflicting terms and conditions in the Sale Contract, as amended. Any non-conflicting terms and conditions of the Sale Contract remain unchanged and in full force.

**SELLER: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, A UTAH CORPORATION SOLE**

By: \_\_\_\_\_

Its: Authorized Agent

3 SEPT. 2019

Date



**PURCHASER: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a public agency**

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Ann-Marie Gabel  
Vice Chancellor, Business Services



**Amendment No. 1 to  
Sale Contract**

Property Number: 514-9754 Property Address: 27976 Marguerite Parkway Property City / State: Mission Viejo, California	Property Tax Parcel No. 740-012-24
<b>SELLER</b>  CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER- DAY SAINTS, A UTAH CORPORATION SOLE	<b>PURCHASER</b>  South Orange County Community College District (SOCCCD)

The Sale Contract dated November 18, 2015, as amended, is hereby amended as follows:

1. Section 5 of the Sale Contract is hereby amended and restated in its entirety as follows:

**"5. SUBDIVISION.** As a condition to Purchaser's and Seller's obligation to close Escrow (which condition cannot be waived by either party), Seller, at Seller's sole cost and expense, shall cause to be prepared and recorded a parcel map acceptable to Purchaser in its reasonable discretion, necessary to cause the Real Property to be a legally subdivided parcel pursuant to the California Subdivision Map Act (the "Parcel Map"). Seller shall cause the Parcel Map to be recorded in the Official Records (as defined in Section 11 below) prior to the Closing Date, so that Seller may legally convey the Real Property to Purchaser. The Closing shall occur no later than 15 business days after the recordation of the Parcel Map in the Official Records."

2. The terms and conditions of this Amendment shall supersede any conflicting terms and conditions in the Sale Contract, as amended. Any non-conflicting terms and conditions of the Sale Contract remain unchanged and in full force.

**SELLER:** The Church of Jesus Christ of Latter-day Saints,  
a Utah corporation sole.

By: [Signature]  
Its: Authorized Agent

Date

9 July 2019

**PURCHASER:**

[Signature]  
Purchaser's Signature

6/22/18  
Date

Ann-Marie Gabel

Name (Print) Interim Chancellor, SOCCCD

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**Sale Contract**

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**Contract Date:** \_\_\_\_\_

**Property Number:** 5149754

**WO:** 2493

**Property Tax Parcel No** 740-012-24

**Property Address:** 27976 Marguerite Parkway

**City:** Mission Viejo

**County/District:** Orange

**State/Province:** California

**SELLER:**

CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, a Utah corporation sole

**Attention:** Augustus Sanchez  
Real Estate Services Division

**Address:** 50 East North Temple Street,  
12<sup>th</sup> Floor  
Salt Lake City, Utah 84150

**Phone:** (801) 240-2991

**Cell Phone:**

**Fax:**

**E-Mail:** a.sanchez@ldschurch.org

**Fed ID#:** 87-0234341

**PURCHASER:**

South Orange County Community College  
District (SOCCCD), a political subdivision of the  
State of California

**Address:** 28000 Marguerite Parkway  
Health Sciences Building, District  
Services

Office Number 320

Mission Viejo, CA 92692-3635

Attn: Dr. Debra Fitzsimons, Vice  
Chancellor of Business Services

**Phone:** (949) 582-4664

**Cell:**

**Fax:** (949) 347-2472

**E-Mail:** dfitzsimons@socccd.edu

**Fed ID#:**

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**1. BASIC TERMS AND DEFINITIONS**

(a) **Property:** The real property commonly known as: Vacant Land, 27976 Marguerite Parkway, City of Mission Viejo, County of Orange, State of California, and is composed of approximately 1.323 acres of land.

Legal Description: Approximately 1.323 acres of property, as depicted on the Lot Line Adjustment (LLA 10-03) attached hereto as Exhibit "B".

APN: portions of 740-012-24 and 740-012-25

Final legal description to be determined by recorded lot line adjustment or subdivision map and policy of title.

The Property does not include any shares in any canal, ditch, or irrigation company, and does not include any rights to wells or water.

The Property is sold as set forth in the Deed attached hereto and incorporated herein as Exhibit "D".

(b) **Purchase Price:** The Fixed Purchase Price is: Two Hundred Fifty Thousand Dollars and 00 Cents (\$250,000.00).

(c) **Earnest Money:** Ten Thousand Dollars and 00 Cents (\$10,000.00).

(d) **Settlement Costs:** See Closing Costs Attachment attached hereto as Exhibit "C".

(e) **Escrow Agent:** Fidelity National Title  
Contact: Kay Munger  
900 Wilshire Dr., Suite 107  
Troy MI 48084  
Telephone No. (248) 824-8276  
E-mail: [kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(f) **Title Company/Abstractor:** Fidelity National Title  
Contact: Kay Munger  
900 Wilshire Dr., Suite 107  
Troy MI 48084  
Telephone No. (248) 824-8276  
E-mail: [kay.munger@fnf.com](mailto:kay.munger@fnf.com)

(g) **Feasibility Period Expiration Date:** The Feasibility Period Expiration Date is: Forty Five (45) calendar days after the Effective Date.

**Feasibility Period Extension:** None.

(h) **Closing Date:** The Closing Date is: Thirty (30) calendar days after the Feasibility Period Expiration Date.

(i) **Seller's Transaction Contact:** Newmark Grubb Knight Frank  
Contact: Judd Tidwell  
376 East 400 South, Ste 120  
Salt Lake City, UT 84111  
Telephone No. (801) 746-4724  
E-mail: [jtiddwell@ngkf.com](mailto:jtiddwell@ngkf.com)

**Seller's Local Broker:** NAI Capital, Inc.  
Contact: David Knowlton  
1920 Main Street, Ste 100  
Irvine, CA 92614  
Telephone No. (949) 468-2307  
E-mail: [dknowlton@naicapital.com](mailto:dknowlton@naicapital.com)

(j) **Purchaser's Broker:** None


(k) **Effective Date:** Date Seller acknowledges receipt of a fully-executed contract.

(l) **Offer Expiration Date:** \_\_\_\_\_

(m) **RELATIONSHIP DISCLOSURE: THE PURCHASER(S) HEREBY ACKNOWLEDGES THAT HE/SHE, AS THE PRINCIPAL TO THIS TRANSACTION:**

- (1) ☒ **HAS NO PERSONAL, BUSINESS OR OTHER RELATIONSHIP TO THE SELLER OR AFFILIATED CORPORATIONS OR GROUPS OTHER THAN THE SALE OF THIS PROPERTY OR**
- (2) **DOES HAVE A RELATIONSHIP TO SELLER AND IS: (MARK AS APPLICABLE):**
- ☐ **A CURRENTLY SERVING ECCLESIASTICAL LEADER OF A UNIT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY-SAINTS ("CHURCH") WHERE THE REAL PROPERTY IS LOCATED;**
- ☐ **AN EMPLOYEE OF THE SELLER OR ANY CHURCH ENTITY;**
- ☐ **A RELATIVE OF AN EMPLOYEE OF SELLER OR OF ANY OTHER CHURCH ENTITY; OR**
- ☐ **A HIRED AGENT OF THE SELLER OR ANY CHURCH ENTITY.**

Purchaser's Initials



(n) **Purchaser's Intended Use:** Purchaser presently intends to use the Property for Open space/landscape

buffer.

- (o) **Purchase Option Reservation:** None
- (p) **Special Provisions:** This Contract includes the following terms and provisions, which shall supersede any conflicting terms and provisions in this Contract, and which shall survive the Closing and recording of the Deed unless otherwise stated: None
- (q) **Additional Contingencies:** Seller's obligations under this Contract are subject to the following contingencies: None

**2. PROPERTY.** The Seller agrees to sell the property described in the Basic Terms and Definitions and all improvements and structures affixed to and appurtenant to the land (the "Real Property"), and (a) the personal property located on the Real Property and listed on Exhibit "A" (the "Personal Property"), (b) all of the Seller's right, title and interest in easements, rights-of-way, tenements, and hereditaments appurtenant to the Real Property, and (c) any and all rights, title and interest of Seller in the right of access to the Real Property (collectively, the "Property").

**3. EARNEST MONEY.** Within ten (10) calendar days after the Effective Date, Purchaser shall deposit the earnest money deposit in the form of a wire transfer or a certified check as earnest money, to secure and apply to the purchase of the Property described above, with: ☒ the Escrow Agent / ☐ Seller's Broker. The earnest money deposit and any interest earned thereon (collectively, the "Earnest Money") shall be applied toward the Purchase Price. Except as provided in Section 13(b) and 15, the Earnest Money shall automatically become non-refundable upon the Feasibility Period Expiration Date.

**4. PURCHASER'S FEASIBILITY STUDY.**

(a) **Title and Survey.** As promptly as possible, Seller will provide to Purchaser: (1) cause the Title Company to provide a current title commitment or report, together with copies of all exceptions to title referred to therein (collectively, "Title Report"); (2) plans, surveys, or specifications for the Property, if any in Seller's possession; (3) information in Seller's possession, if any, relating to soil, hazardous materials, and sub-surface conditions with respect to the Property; and (iv) copies of all leases and contracts in Seller's possession, if any, affecting the Property. Purchaser, at its sole cost and expense, will review the Title Report and all other documents delivered to Purchaser. Purchaser, at its sole cost and expense, may obtain a survey of the Real Property (the "Survey"). If applicable, Purchaser shall provide Seller with a copy of the Survey within five (5) days after receipt by Purchaser. Before the later of: (a) the Feasibility Period Expiration Date, or (b) five (5) days after Purchaser's receipt of the Title Report (the "Title Objection Date"), Purchaser shall provide Seller with notice of any objections to matters appearing in the Title Report or any objections to matters appearing on the Survey. Notwithstanding the above, Purchaser may not object to the following, which shall be deemed approved by Purchaser: (i) the standard pre-printed exceptions in the Title Report; (ii) public and utility easements, provided they are located along the perimeter of the Property; (iii) roads and highways, if any; (iv) real estate taxes and special taxes or assessments not due and payable on or before Closing or any installments of any special taxes or assessments not due and payable on or before Closing; (v) public rights-of-way, provided they do not dissect the Property; (vi) drainage ditches, feeders, laterals, drain tile, pipes or other conduits; and (vii) all acts or omissions of Purchaser (collectively, the "Preapproved Exceptions."). Any title and survey matters not objected to by Purchaser before the Title Objection Date shall be deemed approved and acceptable to Purchaser and Purchaser waives all objections thereto. Seller shall, within thirty (30) days following receipt of Purchaser's notice setting forth the title and survey objections, provide a notice to Purchaser indicating that such title and survey objections shall be cured and that Purchaser's objections shall be satisfied on or prior to the Closing Date; provided, however, that Seller shall not be obligated (nor shall Seller be required to commence litigation or to incur any expenditure of money), to cause any such objections to be removed as title exceptions or cause the Title Company to insure over such title exceptions or otherwise remedy such objections. If Seller causes such objections to be removed within such thirty (30) day period, such title and survey objections shall be deemed cured and Purchaser's objections shall be deemed satisfied. If Seller is unable or unwilling to remove such objections within such thirty (30) day period, then Purchaser within ten (10) days after a notice from Seller or expiration of such thirty (30) day period shall have the right, at its sole option, to terminate this Contract. If Purchaser fails to terminate this Contract within such ten (10) day period, Purchaser shall be deemed to have accepted title in its present condition and shall have waived its rights to terminate this Contract. All title exceptions approved or

deemed approved by Purchaser, along with the Preapproved Exceptions shall be referred to herein as the "Permitted Exceptions." The Closing Date shall be automatically extended to accommodate the time frames set forth above.

(b) Investigations and Contingencies. Commencing as of the Effective Date and continuing until the Feasibility Period Expiration Date, Purchaser and its agents shall: (i) use good faith and diligent efforts to obtain and secure financing to purchase the Property, to the extent applicable; (ii) obtain any governmental approvals, variances, and permits as Purchaser deems necessary; (iii) perform any internal studies or procedures regarding the financial or use feasibility of the Property; and (iv) have the right to enter upon the Real Property to perform such surveys, inspections, investigations, studies, and tests, including without limitation, any soil, engineering, geological, Phase I Environmental Assessments, and other tests and inspections, as Purchaser shall deem appropriate ("Feasibility Study"). If Purchaser desires to perform any invasive inspections, such as soil or water samples or monitoring, Purchaser shall obtain Seller's prior consent. Purchaser shall be responsible for the disturbance of any hazardous materials and samples, if such disturbance is a result of Purchaser's activities on the Property, and shall sign all waste manifests. Purchaser shall give Seller reasonable prior notice of any entry upon the Real Property. Any activity upon the Real Property shall occur during normal business hours (8:00 a.m. to 5:00 p.m.). Purchaser shall not perform any activity on the Real Property on Sundays. Purchaser shall not interfere with or disturb the present use of the Property. Purchaser shall promptly repair any alteration or damage to the Property occurring from the entry and activities performed on the Property and restore the Property to the same condition as existed before such entry and activities on the Property. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's investigation of the Property and Purchaser obtaining any governmental approval, variance or permit, except that such obligation of Seller shall not require Seller to incur any cost or expense. Any zoning or land use designation, or formation of a special improvement district or similar entity, shall be subject to Seller's prior approval. Any such designation, request, or application must be effective after Closing or, if that is not possible, Purchaser shall become automatically irrevocably committed to purchase the Property upon the change of the zoning or land use designation of the Property, or formation of a special improvement district or similar entity (in which event Seller shall have the right of specific performance in the event of a default by Purchaser hereunder). Seller hereby grants Purchaser and its agents, servants, employees and consultants a license to enter upon the Property to perform the foregoing. In the event Purchaser terminates this Contract, Purchaser shall promptly provide Seller with copies of any and all documents comprising Purchaser's Feasibility Study without representation or warranty, provided that Purchaser shall not be obligated to provide any proprietary and confidential documents or documents protected by the doctrine of attorney-work product or by the attorney-client privilege.

(c) Termination Right. Purchaser may terminate this Contract at any time until the Feasibility Period Expiration Date for the failure of any investigation or contingency set forth in Section 4(b) above by providing written notice to Seller explaining the reasons for the termination ("Termination Notice"). If Purchaser fails to provide Seller with the Termination Notice on or before the Feasibility Period Expiration Date, the condition of the Property shall be deemed acceptable and Purchaser shall be deemed to have waived any right to terminate this Contract, except as otherwise set forth herein. If Purchaser requests the right to perform invasive environmental testing, such as collecting soil samples or installing monitoring wells, or if any hazardous materials or environmental contaminants are indicated to exist on the Property, Seller reserves the right to terminate this Contract. The foregoing is subject to the terms of Sections 13 and 15.

(d) Assumption of Risk. Purchaser's or its agents' entry upon the Property shall be solely at Purchaser's risk. Purchaser does hereby release, and shall indemnify and hold Seller harmless from any and all responsibility, liability or loss, except to the extent caused by Seller or Seller's agents', employees', contractors' or consultants' negligence or willful misconduct, to the extent arising out of or resulting from entry and activities upon or in connection with the Property by Purchaser or its agents, contractors, subcontractors or consultants, including, but not limited to, any injuries, claims, mechanics' and suppliers' liens and costs, including reasonable attorney's fees incurred to pursue or defend the same. Upon request by Seller, Purchaser shall provide Seller with evidence of a policy of commercial general liability insurance with limits reasonably acceptable to Seller, and provide a certificate of insurance on Acord 25S (11/95 ed.) in a form acceptable to Seller, with an additional insured endorsement on form CG 20 10 Form B. Seller shall be endorsed as an additional insured on Purchaser's liability insurance policy. Purchaser shall pay all costs incurred in connection with Purchaser's testing and investigation of the Property, and Purchaser shall hold Seller free and harmless from any such costs or liability. Purchaser shall

not suffer any liens to be filed against the Real Property arising out of any request or act of Purchaser, its agents, servants, employees or contractors.

**5. SUBDIVISION.** As a condition to Purchaser's obligation to close Escrow, Seller, at Seller's sole cost and expense, shall cause to be prepared and recorded a subdivision map or lot line adjustment acceptable to Purchaser in its reasonable discretion, necessary to cause the Real Property to be a legally subdivided parcel pursuant to the California Subdivision Map Act. Seller shall cause the subdivision map or lot line adjustment to be recorded in the Official Records (as defined in Section 11 below) on or before the Closing Date (including concurrently with the Deed), so that Seller may legally convey the Real Property to Purchaser.

**6. NO REPRESENTATIONS/AS-IS/RELEASE.** Purchaser acknowledges and agrees that, except as specifically provided in this Contract, Seller and any person acting on behalf of Seller has not made, and Seller hereby specifically disclaims, any warranty, promise, guarantee, and/or representation, oral or written, express or implied, past, present, or future, of, as to, or concerning the Property in any manner whatsoever. Purchaser hereby expressly acknowledges and agrees that Purchaser has the right pursuant to Section 4 hereof to inspect and examine the Property to the extent deemed necessary by Purchaser in order to enable Purchaser to evaluate the purchase of the Property. Purchaser hereby further acknowledges and agrees that Purchaser is relying solely upon its own inspection, examination, and evaluation of the Property and the improvements thereon and that Purchaser is purchasing the Property and the improvements thereon on an "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" basis, and Purchaser waives any implied warranty of habitability, merchantability, or fitness for a particular purpose.

If Seller is required by law to make any disclosures (the "Disclosures") relating to the condition of the Property despite the terms of the Contract, such Disclosures shall be subject to the releases set forth in the Contract and the following acknowledgment and agreement by Purchaser. Purchaser acknowledges and agrees that: (a) nothing contained in the Disclosures shall release Purchaser from its obligation to fully inspect, investigate and study the condition of the Property, including without limitation whether the Property is located in any natural hazard areas or whether there are any environmental contaminants or hazardous materials located on the Property; (b) Purchaser has the expertise to perform such investigations; and (c) Purchaser shall release Seller as provided in the Contract. Purchaser further acknowledges and agrees that any Disclosures made by Seller regarding the Property are made only pursuant to the actual knowledge of the representative of Seller making the Disclosures without investigation that the matters set forth in the Disclosures may change prior to the Closing and that Seller shall be obligated to update, modify or supplement the Disclosures. Any Disclosures made by Seller shall not merge with the Deed and shall survive Closing for six (6) months. Purchaser may terminate this Contract on or before the later of: (a) the Feasibility Period Expiration Date, (b) three (3) days after Purchaser's receipt of the Disclosures, or (c) as otherwise set forth herein.

Purchaser will be provided a copy of the Natural Hazard Disclosure Statement from Seller in accordance with the terms of the Disclosure Addendum to the Offer to Sell or the Seller's Addendum to Real Estate Purchase Contract. Purchaser acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1103, and any successor statutes or laws (the "Act").

Purchaser, on behalf of itself and all of the Releasing Parties, hereby acknowledges that the Released Claims may include Claims of which Purchaser is presently unaware, or which Purchaser does not presently suspect to exist, or which may not yet have accrued or become manifest, and which, if known by Purchaser on the Effective Date or the Closing Date would materially affect Purchaser's release and discharge of Seller and the other Seller Parties, and Purchaser, on behalf of itself and all of the Releasing Parties, hereby waives application of the California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH CREDITOR DOES NOT KNOW OR SUSPECT EXISTS IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Purchaser acknowledges and agrees that Purchaser has thoroughly inspected, or had the opportunity to thoroughly inspect, the Property. Purchaser, for itself and on behalf of each of its agents, employees, officers, directors,



consultants, and contractors and the legal successors and assigns of any of them (collectively, "Releasing Parties" and individually as a "Releasing Party"), hereby releases, waives, and forever discharges Seller Parties (defined below) from any claims, demands, damages, liabilities, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected (collectively, "Claims"), which any Releasing Party has, owns or holds, or at any time had, owned or held, or at any time in the future may have, own or hold against any or all of the Seller Parties, that are or may relate to, arise out of or be connected with or caused by the ownership, improvement, development, use, occupancy or sale of the Property, whether before or after the Closing Date, including without limitation any loss, damage, injury, illness, death or other Claim attributable to: (a) the use of the Property or any part thereof; (b) the nature and condition of the Property, including, without limitation, (i) the water, air, climate, soil (including, without limitation, a surface or subsurface geologic or groundwater condition, subsidence, slope failure, and settling, expansiveness and swell potential or the effects thereof, the presence of clay or rock, and radon gas or gamma rays emanating from the Real Property), and (ii) the manner, construction, condition, and state of repair or lack of repair of any improvements, including, without limitation, the presence of moisture, mold, fungi, and/or dry rot; (c) the presence on the Property of any insects, animals, threatened or endangered species, or any archaeological sites, artifacts or other matters of archaeological significance, or any environmental contamination, above ground or underground storage tanks, asbestos containing material, mold, dry rot, and lead paint; or (d) the suitability of the Property for the construction of any building and/or any activity or use that Purchaser may elect to conduct thereon, including, without limitation, access, compliance with any laws, rules, ordinances, codes, or regulations of any government or other body, including any environmental, land use, zoning, or building codes (collectively, the "Released Claims").

For purposes of this Contract, the "Seller Parties" shall mean and include: (i) Seller; (ii) any entity controlling, controlled by or under common control with Seller (collectively, "Seller's Affiliates"); (iii) the employees, officers, directors, shareholders, agents, servants, and representatives of Seller or any of Seller's Affiliates; and (iv) the successors and assigns of any of the persons or entities described in clauses (i), (ii), and (iii) above.

Notwithstanding anything in this Section 6 to the contrary, Purchaser does not release or indemnify Seller from: (1) any Claims arising out of bodily injury of unrelated third parties occurring on the Real Property prior to Closing, unless such Claims arise in whole or in part from Purchaser's investigation of the Property or the acts or omissions of Purchaser or Purchaser's Parties; (2) any Claims arising out of contractual obligations to third parties undertaken by Seller prior to Closing; (3) the fraud, gross negligence or intentional misconduct of Seller; or (4) a breach of Seller's representations, warranties or covenants specifically set forth herein.

PURCHASER ACKNOWLEDGES AND AGREES THAT ALL OF THE TERMS AND CONDITIONS OF THE ENTIRE SECTION 6 ARE MATERIAL CONDITIONS TO THE TRANSACTION AND ARE REFLECTED IN THE PURCHASE PRICE. THE TERMS AND PROVISIONS OF THIS SECTION 6, INCLUDING THE RELEASE BY PURCHASER, SHALL SURVIVE THE CLOSING FOR SIX (6) MONTHS AND THE RECORDING OF THE DEED AND SHALL NOT MERGE INTO THE DEED. BY SIGNING BELOW, PURCHASER AND SELLER ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS SECTION 6.

Seller represents and the Purchaser acknowledges that the Property may be owned by an entity affiliated with a church or religious organization.

**7. RISK OF LOSS.** Except as otherwise specifically set forth herein, risk of loss, damage or destruction of the Property and improvements resulting from any insured casualty under a standard "Special Perils Form" insurance policy for the improvements located on the Property or from any waste caused by Seller or Seller's employees, agents or servants, and all Property expenses and insurance, shall be borne by Seller until the Closing Date. Purchaser takes responsibility for, and the Property is subject to any deterioration of the physical condition of the Property and improvements resulting from ordinary wear and tear from and after the Feasibility Period Expiration Date and any loss or damage to the Property caused by Purchaser. In the event of any damage or destruction of a portion of the Property, Seller may either elect to repair the damage or terminate this Contract, and will promptly notify Purchaser of the type and extent of such damage and Seller's election whether to repair the damage or terminate the Contract. Notwithstanding Seller's election to terminate the Contract, Purchaser shall have the right to purchase the Property in its damaged and "AS-IS" condition without reduction in the Purchase Price by providing written notice to Seller within ten (10) days after receipt of Seller's notice. If Seller elects to repair the damage and

if the repair of the damage will reasonably take longer than ninety (90) days to repair, Purchaser shall have the right to terminate this Contract by providing written notice to Seller within ten (10) days after receipt of Seller's notice. Failure by Purchaser to respond to Seller's notice shall be deemed a waiver of Purchaser's rights set forth herein. The Closing Date shall be automatically extended to effectuate the repair of the damage and the time frames set forth herein. In the event of any condemnation of a material portion of the Property (as mutually agreed upon by the parties), Purchaser shall have the right to terminate this Contract within ten (10) days after notice of the condemnation by providing written notice to Seller. If Purchaser fails to timely terminate this Contract, this Contract shall remain in full force and effect without reduction in the Purchase Price and Seller shall assign to Purchaser the condemnation award or the sale proceeds.

**8. SELLER'S OBLIGATIONS.** On or before the Closing Date, Seller shall:

- (a) discharge all mechanics and materialmen liens, deeds of trust, mortgages, judgments, and other financial encumbrances affecting the Property except for the lien of property taxes and assessments not yet due and payable;
- (b) deliver the Property free of any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.
- (c) provide a fully-executed and duly acknowledged deed conveying the Property to Purchaser that as of the date of Closing the title of the Property is free from encumbrances made by Seller or by anyone claiming by, through or under Seller and none other, subject to: (i) any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the property might disclose, (ii) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, (iii) the Permitted Exceptions (the "Deed"), in the form of Exhibit "D", attached hereto and incorporated herein by this reference, and (iv) a deed restriction recorded against the Real Property at Closing prohibiting the construction and placement of any permanent structure on the Real Property, except for those structures commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking (excluding parking garages), until such time Seller sells all of the adjacent parcel, which Seller owns, to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.
- (d) execute and deliver any other documents as may be reasonably required by Purchaser to effectuate the transfer of the Property as provided herein, provided that Seller will not be required to: (i) deliver any documents that are inconsistent with this Contract or in which Seller makes any additional representations, warranties or indemnifications other than expressly set forth herein, or (ii) incur any additional costs other than expressly agreed to herein (The Grantor specifically reserves, excepts and retains Mineral Rights below a depth of 500 feet and without right of surface entry (which language shall be set forth in the Deed). For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.); and
- (e) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent and pay Seller's share of any closing costs as set forth in Section 10 below (collectively, "Seller's Obligations").

**9. PURCHASER'S OBLIGATIONS.** On or before the Closing Date, Purchaser (a) shall deposit with the Escrow Agent the Purchase Price and Purchaser's share of the closing costs as set forth in a mutually acceptable Closing Settlement Statement consistent with this Contract, less the Earnest Money, (b) execute and deliver any other documents as may be reasonably required to effectuate the transfer of the Property as provided herein, and (c) execute and provide a Closing Settlement Statement consistent with this Contract to Escrow Agent (collectively, "Purchaser's Obligations").

**10. CLOSING COSTS AND PRORATIONS.** Each party will pay its own costs in connection with the negotiation of this Contract, the performance of its obligations under this Contract and the Closing of the



transaction, except as provided below. Seller and Purchaser shall pay the costs set forth in Section 1(d) of this Contract in the percentages set forth in the Closing Costs Attachment. Seller shall pay the premium for standard coverage in connection with Purchaser's title policy (if any), and Purchaser shall pay the cost of any extended coverage and/or endorsements that Purchaser desires in connection with a title policy. All transfer, proceeds, or other taxes imposed upon this transaction by any state or local entity shall be paid by Seller. All other closing costs will be allocated between the parties pursuant to the custom in the geographic region where the Property is located. Each Party will pay the cost of its own attorneys, brokers, agents, consultants, and engineers associated with this Contract and the transaction described herein. At Closing, current real property taxes and assessments, utility service, and all other expenses of the Property shall be prorated as of the Closing Date. Prorations shall be based on the most recent figures available and shall be final.

**11. CLOSING.** Upon the satisfaction of Seller's Obligations and Purchaser's Obligations, confirmation from Escrow Agent that Escrow Agent is irrevocably obligated to provide to Purchaser the Title Policy subject only to the Permitted Exceptions, and receipt from Seller and Purchaser of a written authorization to close the transaction, Escrow Agent shall close this transaction by recording the Deed in the Official Records of the Orange County Recorder's Office ("Official Records") and any other applicable closing documents to Purchaser and upon confirmation of the recordation of the Deed in the Official Records releasing the Purchase Price and delivering any applicable closing documents to Seller (the "Closing"). Except for the terms of Section 6 that survive closing and payment of the Purchase Price, all the terms and conditions of this Contract shall merge with the Deed at Closing.

**12. BROKERAGE COMMISSIONS.** Purchaser has not been represented by a broker or agent, and Seller has been represented by Seller's Broker. Except for the foregoing the parties agree that no other brokers, agents or finders have been involved in this transaction and each party hereby agrees to indemnify and hold the other completely free and harmless from any and all liability based upon claims from their respective brokers or agents and any other brokers, agents, finders or others claiming through or under the indemnifying party.

**13. DEFAULT.**

(a) Purchaser's Default. Should Purchaser fail to perform this Contract within ten (10) days after written notice from Seller, Seller may, as its sole and exclusive remedy, (i) waive the effect of such default and proceed to consummate the Contract, or (ii) terminate this Contract whereupon the Earnest Money shall be released to Seller as liquidated damages, as set forth below:

IF PURCHASER FAILS TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS CONTRACT AT OR PRIOR TO THE CLOSING FOR ANY REASON EXCEPT FAILURE BY SELLER TO PERFORM HEREUNDER, OR IF PRIOR TO CLOSING BUT AFTER THE FEASIBILITY PERIOD ANY ONE OR MORE OF PURCHASER'S REPRESENTATIONS OR WARRANTIES ARE BREACHED IN ANY MATERIAL RESPECT, SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY (EXCEPT AS PROVIDED IN SECTIONS 4(d), 12, AND 14 HEREOF), TO TERMINATE THIS CONTRACT AND RECOVER OR RETAIN, AS APPLICABLE, THE EARNEST MONEY AS LIQUIDATED DAMAGES AND NOT AS PENALTY, IN FULL SATISFACTION OF CLAIMS AGAINST PURCHASER HEREUNDER. SELLER AND PURCHASER AGREE THAT SELLER'S DAMAGES RESULTING FROM PURCHASER'S DEFAULT ARE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE AND THE EARNEST MONEY IS A FAIR ESTIMATE OF THOSE DAMAGES WHICH HAS BEEN AGREED TO IN AN EFFORT TO CAUSE THE AMOUNT OF SUCH DAMAGES TO BE CERTAIN. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

INITIAL HERE

(b) SELLER'S INITIALS: JS

PURCHASER'S INITIALS: JK

(b) Seller's Default. Should Seller fail to perform according to this Contract within ten (10) days after written

notice from Purchaser, Purchaser may, as its sole and exclusive remedy, either: (i) seek an action for specific performance (which action must be commenced within sixty (60) days after the scheduled Closing Date); or (ii) terminate this Contract whereupon the Purchase Price and/or Earnest Money shall be released to Purchaser pursuant to Section 15 below.

If this Contract is terminated due to a Seller's default, Seller shall pay any and all escrow cancellation charges. If this Contract is terminated due to a Purchaser's default or at Purchaser's election (except in the event of a Seller's default), Purchaser shall pay any and all escrow cancellation charges. If this Contract is terminated due to any other reason, the parties shall each pay one-half of the escrow cancellation charges.

**14. ATTORNEY FEES.** If either party employs an attorney to enforce or defend its rights under this Contract, the prevailing party shall be entitled to its reasonable expenses, including, but not limited to, reasonable attorney's fees incurred whether occasioned by litigation or otherwise.

**15. TERMINATION.** Except as otherwise provided in this Contract (such as under the terms of Section 13), in the event this Contract is terminated by Seller or Purchaser in accordance with the terms and conditions set forth herein, any portion of the Purchase Price (including the Earnest Money) paid by Purchaser less One Hundred Dollars (\$100.00) shall be immediately released to Purchaser and One Hundred Dollars (\$100.00) shall be released to Seller as independent consideration for this Contract, and neither party shall have any liability to the other, except for the party's obligations that survive the termination of this Contract

**16. NOTICES.** ALL NOTICES SHALL BE IN WRITING AND SENT TO SELLER AND PURCHASER AT THE ADDRESSES PROVIDED HEREIN AND GIVEN BY PERSONAL DELIVERY, OVERNIGHT COURIER SERVICE, FACSIMILE, OR REGULAR MAIL. NOTICES SHALL BE DEEMED DELIVERED THE DATE ACTUALLY DELIVERED OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN REGULAR MAIL.

**17. POSSESSION.** Purchaser shall neither possess the Property nor make any improvements to the Property before Closing. Seller shall deliver possession of the Property to Purchaser immediately after Closing free and clear of any third party possessory rights, unless otherwise set forth herein.

**18. SUCCESSORS AND ASSIGNS.** This Contract may not be assigned or transferred by Purchaser. Seller reserves the right to sell and transfer the Property to Suburban Land Reserve, Property Reserve, Inc., Property Reserve Arizona, LLC, or any entity controlling, controlled by or under common control with such entities or Seller, provided that such transferee shall assume Seller's obligations under this Contract and be subject to Purchaser's rights to purchase the Property in accordance with the terms and conditions of this Contract. Subject to the limitations on assignment in this Section, all the terms and provisions of this Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, personal representatives, and permitted assigns. Notwithstanding anything herein to the contrary, Seller shall have the right to accept back-up offers for the purchase of the Property, which offers shall be subject to Purchaser's rights set forth in this Contract.

**19. AUTHORITY OF SIGNERS.** If Purchaser is a corporation, partnership, trust, estate, or other entity, the person(s) signing this Contract on Purchaser's behalf warrants that he/she has authority to so sign and to bind the Purchaser by his/her signature, that corporate, partnership, trust or other necessary approvals have been obtained, and that this Contract is binding upon Purchaser.

**20. TIME IS OF THE ESSENCE.** Time is of the essence of each and every term and condition of this Contract to be performed by Purchaser. Purchaser's failure to perform any obligation or provide notice to Seller by the time and date required by this Contract shall be binding on Purchaser pursuant to the terms of the Contract, and Purchaser's failure to purchase the Property on the Closing Date shall be a material breach and shall discharge the Seller from its obligations under this Contract. If any deadline falls on a Saturday, Sunday or official holiday of the nation, state or province where the Property is located, the deadline shall be the next business day.

**21. FINANCIAL ABILITY/BANKRUPTCY/DEATH/DISSOLUTION.** Purchaser represents that it has the financial resources available to Purchaser to purchase the Property for the Purchase Price. Purchaser acknowledges that Purchaser's financial ability to purchase the Property is a material inducement and condition precedent to Seller's obligations under this Contract. The parties agree that if Purchaser cannot provide evidence of the financial resources to purchase the Property by the Feasibility Period Expiration Date (if requested by Seller), if a voluntary or involuntary petition for bankruptcy protection is filed by or against Purchaser, or if Purchaser becomes

insolvent, dissolved or deceased, Seller may immediately terminate this Contract upon written notice to Purchaser.

**22. LIKE-KIND EXCHANGE.** None

**23. MISCELLANEOUS.** The terms of this Contract constitute the entire contract and agreement between the parties, and any modifications of this Contract must be in writing in an addendum to this Contract, and signed by both parties. The waiver of any right herein must be in writing, and any such waiver shall not be deemed to be a waiver of any subsequent right or any other right granted herein. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any facsimile or copies of original signatures (including electronic medium, such as pdf, tif or other files) shall be considered and treated as if they were original signatures. No term or provision of this Contract is intended to, nor shall it, benefit any party (including any broker) not a party hereto. Neither this Contract, a notice memorandum or short-form of this Contract shall be recorded against the Property. This Contract was negotiated between sophisticated parties, neither of which acted under any duress or compulsion, whether, legal, economic or otherwise, and each of which was represented, or voluntarily elected not to be represented, by legal counsel. As such, the terms of this Contract shall be interpreted in their usual and customary meanings. The parties waive the application of any rule of law that would require the interpretation of this Contract against either party. This Contract shall be interpreted in a reasonable manner to effectuate the intent of the parties.

**24. EFFECTIVENESS.** THE SUBMISSION OF THIS CONTRACT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER, AND THE EXECUTION OF THIS CONTRACT BY SELLER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL EXECUTED BY PURCHASER AND SELLER, AND DELIVERED TO PURCHASER.

**25. SELLER'S REPRESENTATIONS AND WARRANTIES.**

(a) **No Violations of Law.** To Seller's current actual knowledge, and without a duty to investigate, Seller has received no written notice that the Property is presently in violation of any building codes, zoning or land use laws or other laws, orders, ordinances, rules or regulations.

(b) **Hazardous Substances.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not placed or discharged (nor permitted the placement or discharge of) any Hazardous Substances (as defined below) on or under the Property, nor has Seller received any written notification from any third party as to the existence of any Hazardous Substances on, under or adjacent to the Property. "Hazardous Substances" shall mean substances defined as (i) "hazardous substances" in (A) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) together with the regulations enacted pursuant to such act, and (B) Section 25316 of the California Health and Safety Code together with the regulations enacted pursuant to such statute, and (ii) "hazardous wastes" in (X) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.) together with the regulations enacted pursuant to such act, and (Y) Section 25117 of the California Health and Safety Code together with the regulations enacted pursuant to such statute.

(c) **Leases, Licenses, Agreements.** To Seller's current actual knowledge, and without a duty to investigate, Seller has not entered into any leases, licenses, occupancy agreements, service contracts or other agreements, written or oral, pertaining to the leasing, occupancy, use development or operation of the Property, which would be binding on Purchaser or the Property as of the Closing.

(d) **USA Patriot Act.** Seller is not, and will not be, a person or entity with whom Purchaser is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 162 Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including, without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nations and Blocked Persons List.

(e) **Seller's Actual Knowledge.** The term "to Seller's current actual knowledge" shall mean the

actual present and conscious awareness or knowledge of Augustus Sanchez, without any duty of inquiry or investigation; provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Augustus Sanchez or any other officer or employee of Seller on account of any breach of any representation or warranty made by Seller herein.

*[Signatures on following page.]*



**THIS IS A LEGALLY BINDING CONTRACT. THE PARTIES ARE ENCOURAGED TO CAREFULLY READ THE CONTRACT AND CONSULT LEGAL COUNSEL REGARDING ITS TERMS AND CONDITIONS.**

**SELLER:**

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: *Ray F. Rudd* 11/18/2015  
Its: Authorized Agent Date:

**SIGN HERE**

**PURCHASER:**

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT, a public agency

<u><i>Debra L. Fitzsimons</i></u> Seller's Signature	<u>Nov. 17, 2015</u> Date:	_____	_____
<u>Debra L. Fitzsimons</u> Name (Print)	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RECEIPT**

I acknowledge receipt of the final copy of the foregoing agreement including any addendum or counter offer bearing all signatures.

**SELLER:**

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

*[Signature]* 11/18/2015  
Real Estate Project Manager Effective Date\*

**SIGN HERE**

\*Effective Date, as indicated in Paragraph 1 (k) of the Contract, is the date Seller acknowledges receipt of a fully-executed contract, as is evidenced by signature within this box.

**Exhibit "A"**  
**to Sale Contract**  
(List of Personal Property)

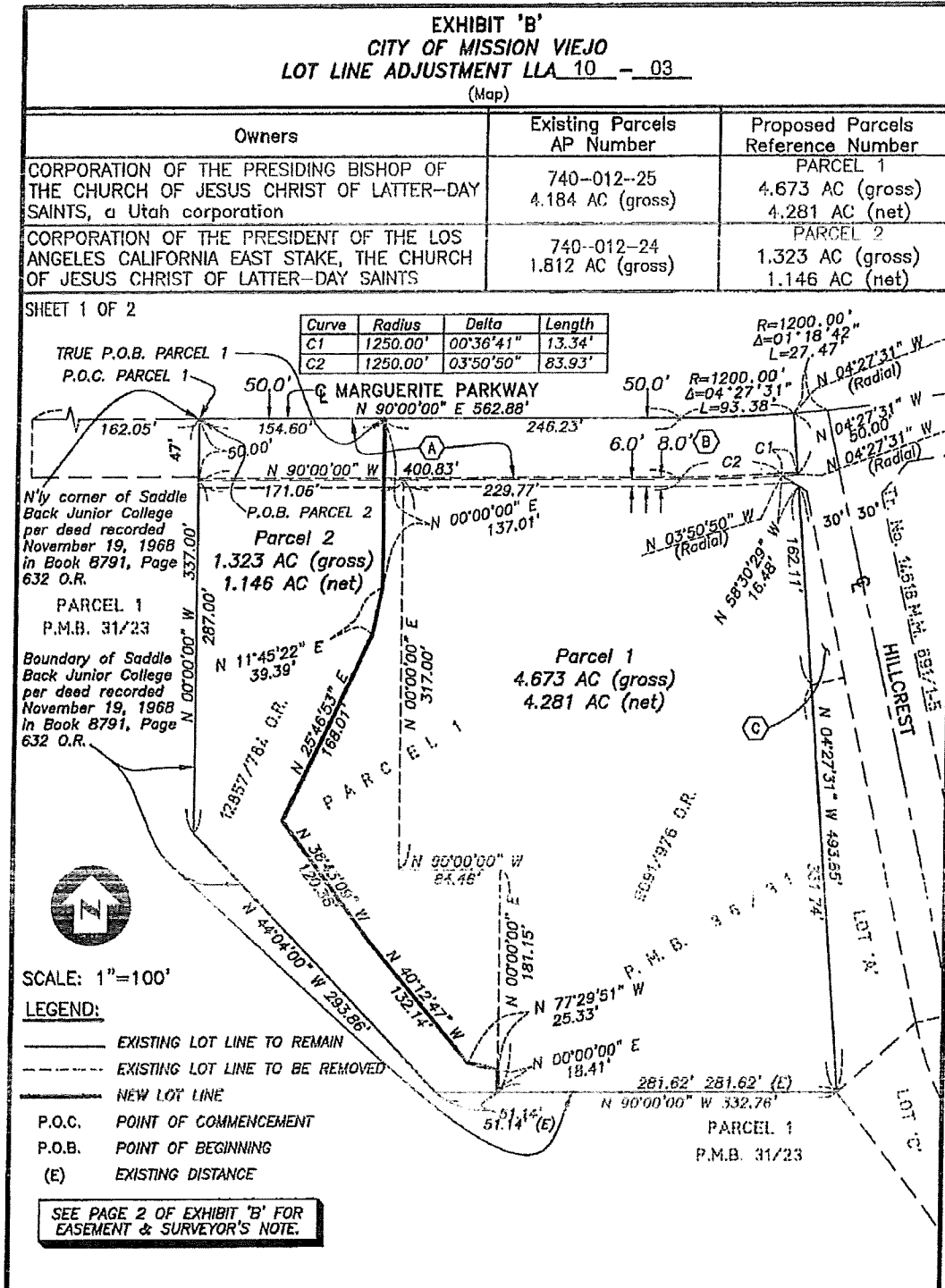
This sale shall specifically include the following personal property:

- None

This sale specifically does not include the following personal property, which shall be excluded from the Property purchased, and which shall be removed from the Real Property before the Closing Date:

- None

**Exhibit "B"**  
**to Sale Contract**  
(Lot Line Adjustment LLA 10-03)



**Exhibit "C"**  
**to Sale Contract**

**CLOSING COSTS ATTACHMENT**

	Purchaser's Share of	Seller's Share of
	Costs	Costs
Appraisal	100%	0%
Deed Preparation, Recordation, and City and County Transfer Taxes	0%	100%
Environmental Site Assessment ("Phase 1")	100%	0%
Standard Coverage Title Insurance	0%	100%
Extended Coverage Title Insurance	100%	0%
Real Estate Brokerage Commission	0%	100%
Soils Report	100%	0%
Standard Closing Costs/Fees	50%	50%



**Exhibit "D"**  
**to Sale Contract**

(Grant Deed)

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT DEED**

The undersigned declares that the DOCUMENTARY  
TRANSFER TAX is \$None; Grantee is a political  
subdivision of the State of California and the transfer is  
exempt pursuant to CA R&T Code Section 11922.

\_\_\_\_\_  
Signature of Declarant

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, Grantor, of 50 E. North Temple, 12th Floor, Salt Lake City, Utah 84150, grants to South Orange County Community College District, a political subdivision of the State of California, Grantee, of 28000 Marguerite Parkway, Health Sciences Building, District Services, Office Number 320, Mission Viejo, California 92692-3635, the real property located in Orange County, California, described as follows (the "Property"):

See attached Exhibit A, incorporated by reference to this document.

SUBJECT TO any state of facts that an accurate and complete ALTA/ACSM Land Title Survey (with all Table A items) and/or physical inspection of the Property might disclose, current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity.

TOGETHER WITH all easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property, all right, title and interest of Grantor in and to any land lying in the bed of any body of water or watercourse, street, road, or path and all strips and gores relating to or adjoining such land, together with all water rights, water shares, water certificates, wells and well permits applicable or related thereto.

GRANTOR SPECIFICALLY RESERVES AND EXCEPTS unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and

all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

PROVIDED, HOWEVER, that this conveyance is made and accepted on condition :

The Property shall only be used for those purposes commonly associated with passive recreational use (i.e. pergolas, gazebos, and other similar structures) together with associated landscaping, lighting, and parking lot uses (excluding parking garages) (the "Condition")

THE FOREGOING CONDITION touches and concerns the Property conveyed herein, and the land owned by Grantor on the date this deed is recorded that is directly abutting the Property, and is described as follows (the "Adjacent Parcel"):

[INSERT CPB PROPERTY LEGAL DESCRIPTION]

The Condition constitutes a restriction and covenant running with, and for the benefit of, the Adjacent Parcel and shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the Property, or any part thereof.

In the event of breach of the Condition, Grantor shall have the right to obtain an injunction enforcing the Condition and shall be entitled to reasonable attorneys' fees and costs from the breaching party incurred in the enforcement thereof. Provided, however, if Grantor is not successful in obtaining such an injunction, the party defending Grantor's claim shall be entitled to reasonable attorneys' fees and costs from Grantor.

A breach of the Condition, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof, but the Condition shall be binding upon, and effective against, any owner whose title to the Property or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

The Condition shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable, upon the following event (the "Expiration Date"):

Grantor sells all of the Adjacent Parcel to a third party not affiliated with The Church of Jesus Christ of Latter-day Saints.

*[Signature and Acknowledgement to follow]*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**GRANTOR:**

CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF LATTER-  
DAY SAINTS,  
a Utah corporation sole

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
(To Grant Deed)

**DESCRIPTION OF REAL PROPERTY**

Real Property located in Orange County, California, described as:

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Irvine Valley College Fine Arts Building Project, Geotechnical and Testing & Special Inspection Consultant Services Agreement, Ninyo & Moore Geotechnical and Environmental Sciences Consultants

**ACTION:** Approval

---

### **BACKGROUND**

On June 17, 2013, June 23, 2014, August 22, 2016, June 26, 2017 and April 22, 2019, the Board of Trustees approved basic aid funds totaling \$22,560,000 for the Irvine Valley College Fine Arts Building project. The State approved this project in the 2019-2020 State Budget. The total project cost is \$45,083,000 with \$22,462,000 funded by the State and the remaining amount funded by the District. Although the entire project has been approved by the State, only \$1,624,000 in matching funds will be released for preliminary plans and working drawings in FY 2019-2020. The construction and equipment funds will follow in subsequent budget years.

There is a need to obtain geotechnical investigation and testing and inspection services for this project.

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

### **STATUS**

On July 30, 2019, SOCCCD issued an RFP to the Geotechnical and Testing & Special Inspection Consultant services Pool for geotechnical investigation and testing and inspection services for the Irvine Valley College Fine Arts Building project.

On August 15, 2019, seven (7) proposals were received (EXHIBIT A) for this project.

District Facilities staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and assurance that fees are fair and reasonable. Staff recommends award of the Geotechnical and Testing & Special Inspection Consultant Services Agreement (EXHIBIT B) to Ninyo & Moore Geotechnical and Environmental Sciences Consultants for the Irvine Valley College Fine Arts Building project in the amount of \$299,612.

Basic aid funds of \$22,560,000 and State matching funds of \$22,462,000 are available in the approved project budget.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Geotechnical and Testing & Special Inspection Consultant Services Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants for the Irvine Valley College Fine Arts Building project in the amount of \$299,612.



**Request for Proposals for Geotechnical Investigation, Material Testing, and Inspection Services  
Irvine Valley College Fine Arts Building Project**

**Submittals**

**South Orange County Community College District**

**September 23, 2019**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>PROPOSAL EVALUATION SCORE</b>	<b>TOTAL PROPOSED FEE</b>
<b>*Ninyo &amp; Moore Geotechnical and Environmental Sciences Consultants</b>	Irvine, CA	88	<b>\$299,612.00**</b>
C.E.M. LAB Corp.	Irvine, CA	83	\$292,605.00
Smith-Emery Laboratories, Inc.	Anaheim, CA	82	\$273,315.00
SCST, LLC	Newport Beach, CA	70	\$344,868.00
RMA Group	Carson, CA	67	\$334,882.00
United-Heider Inspection Group	Moreno Valley, CA	66	\$267,659.00
MTGL, Inc.	Anaheim, CA	66	\$199,942.00

\* Firm recommended for award of contract.

\*\*Final negotiated fee.

The committee recommends award of contract to the above noted Geotechnical Investigation, Material Testing, and Inspection Services firm for the following reasons:

- Proven company track record with extensive community college experience.
- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.

- Demonstrated the team's geotechnical engineering and testing & inspection knowledge, experience and expertise in relation to the Irvine Valley College Fine Arts Building Project.
- Provided evidence of working with the Division of the State Architect.
- Demonstrated best fit in understanding the project's needs and college's expectations.
- Articulated the best approach and methodology to analyze the geotechnical and subsurface conditions.





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**GEOTECHNICAL TESTING & SPECIAL INSPECTION  
CONSULTANT SERVICES AGREEMENT**

**Irvine Valley College Fine Arts Building Project**

**Ninyo & Moore Geotechnical and Environmental Sciences Consultants**

This AGREEMENT is hereby made and entered into this insert date day of insert month in the year insert year between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, 475 Goddard, Suite 200, Irvine, CA 92618, 949-753-7070 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT desires to obtain Geotechnical and/or Testing & Special Inspection Consultant services for the Irvine Valley College Fine Arts Building hereinafter referred to as PROJECT; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide consultant services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.1. **Standard of Care and Professional Conduct.** The CONSULTANT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any sub-consultant the CONSULTANT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide Services in addition to, or different from, the Services described. The CONSULTANT shall advise the DISTRICT in writing of any Services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT. The Work

completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof.

CONSULTANT or CONSULTANT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

- 1.2. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Rajindra Handapagoda as Project Manager, Garreth Saiki as Principal in Charge, and Alfredo Rodriguez as Field Operations Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.
- 1.3. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.4. **Relationship of Consultant to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.5. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

## ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 and further delineated in Attachment A.

- 2.2. **Coordination of Others.** The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The CONSULTANT shall investigate existing conditions or facilities and make recommendations for change in work scope if deemed necessary.
- 2.5. **Work Plan.** Work with DISTRICT to finalize project requirements:
- a. Develop a list of all plans, specifications and other documents necessary to perform services.
  - b. Ensure that work scope conforms to the project definition.
  - c. CONSULTANT recognizes the scope of work may include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements, referred to as associated work throughout the remainder of this contract.
- 2.6. **Preparation for Entering Construction Phase.**
- a. **Review of Design Documents.** The CONSULTANT, including the CONSULTANT'S Project Manager for PROJECT construction, shall review project plans, specifications and other documents to attain a complete understanding of the design and scope of the PROJECT.
  - b. **Master Construction Schedule.** The CONSULTANT shall work with DISTRICT and Architect to develop an understanding for the construction schedule requirements related to the associated work necessary for PROJECT construction.
- 2.7. **Construction Phase.** CONSULTANT'S assigned personnel shall perform in accordance with all testing code compliance requirements and protocols during activities for the PROJECT. Project components include:
1. Services will be in accordance with DSA form 103.
  2. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by Ninyo & Moore Geotechnical and Environmental Sciences Consultants and DSA approved documents
  3. Written daily reporting of on-site activities and any other project related reporting to project Inspector
  4. Project material testing and inspections on site and off site venues
  5. Offsite structural steel fabrication inspection.
  6. Site observation during construction
  7. Attend pre-installation meeting when special inspection is required.
  8. Review PROJECT requirements, approved submittal and required licenses

9. Insert: Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:
  - i. Testing of reinforcing steel (#5 and larger)
  - ii. Batch plant inspection of concrete
  - iii. Take samples of cement and collection of concrete supplier certifications
  - iv. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
  - v. Continuous inspection for masonry
  - vi. Compression testing for concrete cylinders, mortar and grout prisms
  - vii. Testing of masonry unit
  - viii. Testing and inspection of anchors, bolts, and dowels
  - ix. Drilling and testing of masonry cores
  - x. Preparation of final affidavits
  - xi. Review of steel placement
  - xii. Visual field welding inspection
  - xiii. Asphalt Testing
10. Site Inspection of construction materials and fabrications
11. Laboratory and field testing of project materials
12. Post-report consultation, as required
- b. Daily Operations.
  1. Only the DISTRICT and its authorized representative will have the authority to request services.
  2. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be communicated to the CONSULTANT'S office a minimum of 24 hours in advance.
  3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.
  4. Technicians will check in with the DISTRICT'S DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.

5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
6. Test samples taken, but not required, may be disposed of by CONSULTANT.
7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will notify the DISTRICT at 80% billing to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

c. Site Observations.

1. CONSULTANT On-Site. At all times during which there are associated work construction activities, CONSULTANT shall have personnel at the Site to observe Site construction activities including analysis of all samples as required by this PROJECT.
2. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CONSULTANT shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon the safety of persons or property, CONSULTANT shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CONSULTANT, the DISTRICT shall be notified in writing by the CONSULTANT of such conditions.

2.8. Post-Construction Phase.

- a. Review and Transmittal of Contractor Close-Out Documents. The CONSULTANT shall begin to consider associated work close out requirements upon execution of the contract. The CONSULTANT shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations. The CONSULTANT shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CONSULTANT determines that the Contractor's close-out documents and items are not in conformity with requirements, the CONSULTANT shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CONSULTANT shall deliver to the DISTRICT all the Contractor's close-out documents and items.

- 2.9. Materials. CONSULTANT shall furnish, at own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3     ADDITIONAL CONSULTANT SERVICES

- 3.1. Additional Services. Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and

the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Basic Services in a format pre-approved by the DISTRICT.

- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. Such services shall include:
- a. **Material Project Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including project size, quality, or complexity or material changes to the Master Construction Schedule.
  - b. **Termination/Default of Architect or Contractor.** Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
  - c. **Damage or Destruction to Project.** Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
  - d. **After Final Certificate of Payment.** Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
  - e. **Other Services.** Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT'S practice.

#### ARTICLE 4 TERM OF SERVICES

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** The time frame is anticipated for thirty six months with a completion date of October 1, 2022. Services under this AGREEMENT shall be diligently performed by the CONSULTANT for the anticipated construction timeframe. The CONSULTANT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of substantial completion of construction.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
  - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and
  - c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
  - d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and

the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  - 1. Owned, non-owned, and hired vehicles;
  - 2. Blanket contractual;
  - 3. Broad form property damage;
  - 4. Products/completed operations; and
  - 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any



insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

## ARTICLE 6 COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Basic Services.** The Contract Price for the CONSULTANT'S performance of the Basic Services under this AGREEMENT shall consist of the following not to exceed prices:

**Task A – Geotechnical Investigation Services**

1.	Geotechnical Investigation and Report	\$27,842
2.	Post-Report Consultation	\$ 2,368
3.	Construction Document Review at 3 design milestones	\$ 2,012
4.	Site Observation during Construction by EOR as relates to Task A	\$ 1,480
5.	District Contingency	<u>\$ 5,000</u>
	TOTAL – Task A	\$38,702

**Task B – Material Testing and Inspection Services (per spreadsheet in Attachment A)**

1.	Special Inspections	\$225,910
2.	District Controlled Contingency	\$ 25,000
3.	Allowance for Reimbursable Cost	<u>\$ 10,000</u>
	TOTAL – Not to Exceed for Task B	\$260,910

**Total Not to Exceed Contract Price (Task A + Task B) \$299,612**

- 6.1. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.2. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.3. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.4. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.

- c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
  - d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
  - e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Basic Services will be reimbursed.
  - f. For reimbursable expenses, compensation shall be computed at a multiple of 1.1 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT. Cost + 10%
  - g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.1 times the amounts billed to the CONSULTANT for such services. Cost + 10%
- 6.5. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.6. **District Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.7. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment B or as a fixed fee.

## ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation.** The CONSULTANT shall provide daily reports.

## ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CONSULTANT within seven days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

## ARTICLE 9     DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CONSULTANT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.
- 9.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, District shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner. CONSULTANT shall accept directives only from DISTRICT'S

designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

**Mark Schoeppner, Construction Manager**

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Inspections.** The DISTRICT shall retain Inspection Service providers to conduct construction phase inspections as required by applicable laws, codes, rules, regulations, or ordinances. CONSULTANT must coordinate work effort as needed.
- 10.5. **District Consultants.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

**ARTICLE 11 MISCELLANEOUS**

- 11.1. **Equal Opportunity/Non-Discrimination.** CONSULTANT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- CONSULTANT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. CONSULTANT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, CONSULTANT shall comply with DISTRICT's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.3. **Consultant Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and

the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, if less than \$10,000, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for accuracy of CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or



CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

**DISTRICT**

Mark Schoeppner  
Construction Manager  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[mschoeppner@socccd.edu](mailto:mschoeppner@socccd.edu)

**CONSULTANT**

Garreth Saiki  
Principal in Charge  
Ninyo & Moore Geotechnical and Environmental  
Sciences Consultants  
475 Goddard, Suite 200  
Irvine, CA 92618  
[gsaiki@ninyoandmoore.com](mailto:gsaiki@ninyoandmoore.com)

**COPY**

Priya Jerome  
Executive Director, Procurement,  
Risk Management and Central Services  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[pjerome@socccd.edu](mailto:pjerome@socccd.edu)

- 11.14. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire AGREEMENT/Amendment.** This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.

11.16. **Binding AGREEMENT.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.17. **Definitions**

- a. **Associate Work.** The scope of work to include demolition/asbestos monitoring, project oversight, and meeting Procedure 5 requirements.
- b. **Contract.** A Contract for construction services awarded by the DISTRICT to a Contractor for the construction of the PROJECT.
- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Architect.** The Architect is DLR Group. References to the Architect includes DLR Group and its consultants retained to prepare or provide any portion of the Design Documents.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT  
Ninyo & Moore Geotechnical and Environmental  
Sciences Consultants

DISTRICT  
South Orange County Community College District

\_\_\_\_\_  
Kurt Yoshii  
Principal Engineer

\_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer number)

Attachment A    Proposal  
Attachment B    Criteria and Billing for Extra Work

**ATTACHMENT A - PROPOSAL**

**REVISED PROPOSAL FORM D - TASK A FEE PROPOSAL**

**Task A: Geotechnical Investigation and Environmental Testing Services - Fees Schedule**

The "Not to Exceed" proposal amount is to include all costs for the Geotechnical Investigation scope of each project.

<b><u>Provide proposed breakdown:</u></b>		<b>Project 2</b>
		<b>IVC Fine Arts</b>
i.	Geotechnical Investigation and Report	\$ 27,842
ii.	Post-Report Consultation	\$ 2,368
iii.	Construction Document Review @ 3 design milestones	\$ 2,012
iv.	Site Observation during construction Geotechnical Engineer of Record (only as it relates to Task A - Assume 5 days)	\$ 1,480
v.	Requested Consultant Reimbursable Allowance	
vi.	District Contingency	\$ 5,000
	<b>Task A Total:</b>	<b>\$ 38,702</b>
<b>Unit Pricing</b>		
a.	Unit Price for Soil Drilling (\$/FT)	\$ 80
b.	Unit Price for Rock Coring (\$/FT)	\$ 95

REVISED PROPOSAL FORM D - TASK B FEE PROPOSAL						
Task B: Material Testing and Inspection Services - Fees Schedule						
		Project 2				
		IVC - Fine Arts Building				
		# Days	# hours	Hourly Rate	Lab Testing	Total
	Special Inspection Groups					
1	Soils					
	Soils - Geotech Engineer Rep	10	80	\$ 145.00		\$ 11,600.00
	Soils - Geotechnical Engineer	10	80	\$ 154.00		\$ 12,320.00
	Soils Testing & Inspection	20	160	\$ 90.00		\$ 14,400.00
2	Concrete					
	Rebar Testing	4	32			\$ 3,000.00
	Rebar Off Site Inspection	10	80	\$ 90.00		\$ 7,200.00
	Concrete Site Inspection	20	160	\$ 90.00		\$ 14,400.00
	Concrete Batch Plant	15	120	\$ 90.00		\$ 10,800.00
	Concrete Mix Design Review	5		\$ 145.00		\$ 1,450.00
	Concrete Cylinder Test	60 cylinders			\$ 35.00	\$ 2,100.00
3	Masonry					
	Masonry	20	160	\$ 90.00		\$ 14,400.00
	Compressive Strength Masonry Samples	80 tests			\$ 35.00	\$ 2,800.00
	Testing Masonry Blocks	10 each			\$ 200.00	\$ 2,000.00
	Mix Design Review	4		\$ 145.00		\$ 1,160.00
4	Steel					
	Structural Steel Off Site	60	480	\$ 90.00		\$ 43,200.00
	Structural Steel On Site	80	640	\$ 90.00		\$ 57,600.00
	UT Testing	10	80	\$ 98.00		\$ 7,840.00
	Welding Procedure Review	1	4	\$ 90.00		\$ 360.00
5	Post Installed Anchors Inspection					
	Tensile Test of Post Installed Anchors	5	40	\$ 98.00		\$ 3,920.00
6	Asphalt					
	Asphalt	2	16	\$ 90.00		\$ 1,440.00
7	Administrative	10	80	\$ 58.00		\$ 4,640.00
8	Engineering Review	8	64	\$ 145.00		\$ 9,280.00
9	Sub Total					
10	District Allowance for Reimbursable					\$ 10,000.00
11	District Contingency					\$ 25,000.00
12	Task B Total for all testing, special inspections and reporting					\$ 260,910.00
13	TOTAL 'NOT TO EXCEED' FOR TASK A and TASK B					\$ 299,612.00
Provide 'Per Diem Rate' for offsite welding inspection if required		Per Diem Rate				
		\$ 50.00				

**ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK**

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
  - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
  - b. Provide inspection services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of the contractor.
4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

See following rate sheets.

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 154
Senior Engineer/Geologist/Environmental Scientist	\$ 148
Senior Project Engineer/Geologist/Environmental Scientist	\$ 145
Project Engineer/Geologist/Environmental Scientist	\$ 142
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 128
Staff Engineer/Geologist/Environmental Scientist	\$ 120
GIS Analyst	\$ 120
Technical Illustrator/CAD Operator	\$ 78

#### Field Staff

Certified Asbestos/Lead Technician	\$ 145
Field Operations Manager	\$ 95
Supervisory Technician	\$ 90
Nondestructive Examination Technician (UT, MT, LP)	\$ 98
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 90
Senior Technician	\$ 90
Technician	\$ 90

#### Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	\$ 66
Information Specialist	\$ 66
Data Processor	\$ 58

### Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 98/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 0/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.



## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

### MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

### ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

### AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleanliness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

### ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: CCFS-311 Annual Financial and Budget Report

**ACTION:** Approval

---

**BACKGROUND**

Title 5, California Code of Regulations, Section 58305(d) requires that each community college district complete the preparation of its adopted annual financial and budget report by September 30 and submit the adopted report to the California Community Colleges Chancellor's Office by October 10. The CCFS-311 Annual Financial and Budget Report satisfies this requirement.

**STATUS**

District Fiscal Services has completed the annual CCFS-311 report for FY 2018-2019 actuals and FY 2019-2020 adopted budget (EXHIBIT A).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the annual CCFS-311 report (EXHIBIT A) as presented.

**ANNUAL FINANCIAL AND BUDGET REPORT**

(Financial Report for Fiscal Year 2018-2019)

(Budget Report for Fiscal Year 2019-2020)

District: SOUTH ORANGE

District Code: 890

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

\_\_\_\_\_  
District Chief Business Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

Contact: Ann-Marie Gabel

(949) 582-4664

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2019. Please submit the report to :

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814-6511

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Academic Salaries		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Instructional Salaries</b>					
Contract or Regular	1100	35,561,300	35,561,300		35,561,300
Other	1300	30,310,235	30,310,235		30,310,235
<b>Total Instructional Salaries</b>		65,871,535	65,871,535	0	65,871,535
<b>Non-Instructional Salaries</b>					
Contract or Regular	1200		10,635,050	1,249,599	11,884,649
Other	1400		3,783,723	41,855	3,825,578
<b>Total Non-Instructional Salaries</b>		0	14,418,773	1,291,454	15,710,227
<b>Total Academic Salaries</b>		65,871,535	80,290,308	1,291,454	81,581,762
<b>Classified Salaries</b>					
<b>Non-Instructional Salaries</b>					
Regular Status	2100		32,593,046	3,746,885	36,339,931
Other	2300		2,010,302	241,704	2,252,006
<b>Total Non-Instructional Salaries</b>		0	34,603,348	3,988,589	38,591,937
<b>Instructional Aides</b>					
Regular Status	2200	3,685,175	3,685,175		3,685,175
Other	2400	1,163,577	1,163,577		1,163,577
<b>Total Instructional Aides</b>		4,848,752	4,848,752	0	4,848,752
<b>Total Classified Salaries</b>		4,848,752	39,452,100	3,988,589	43,440,689
<b>Employee Benefits</b>	3000	27,471,464	53,161,794	2,378,340	55,540,134
<b>Supplies and Materials</b>	4000		1,541,975	189,740	1,731,715
<b>Other Operating Expenses</b>	5000	933,851	15,080,270	832,194	15,912,465
<b>Equipment Replacement</b>	6420				
<b>Total Expenditures Prior to Exclusions</b>		99,125,602	189,526,447	8,680,317	198,206,749

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Exclusions		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Activities to Exclude</b>	<b>TOP Code</b>				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	463,942	463,942		463,942
Student Health Services Above Amount Collected	6441		53,369		53,369
Student Transportation	6491		420,787		420,787
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		1,449,551		1,449,551
<b>Objects to Exclude</b>	<b>Object Code</b>				
Rents and Leases	5060		346,563		346,563
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000		190,376		190,376
Employee Benefits	3000		33,871		33,871
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000		4,468,839		4,468,839

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
<b>Total Exclusions</b>		463,942	7,427,298	0	7,427,298
<b>Total for ECS 84362, 50% Law</b>		98,661,660	182,099,149	8,680,317	190,779,466
<b>Percent of CEE (Instructional Salary Cost / Total CEE)</b>		54.18%	100.00%		
<b>50% of Current Expense of Education</b>			91,049,574		
<b>Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year</b>					
<b>Amount Required to be Expended for Salaries of Classroom Instructors</b>		98,661,660	182,099,149	8,680,317	190,779,466
<b>Reconciliation to Unrestricted General Fund Expenditures</b>					
<b>Total Expenditures Prior to Exclusions</b>		99,125,602	189,526,447	8,680,317	198,206,764
<b>Capital Expenditures</b>	6000	129,026	702,920	4,929	707,844
<b>Equipment Replacement (Back out)</b>	6420		0	0	
<b>Total Unrestricted General Fund Expenditures</b>		99,254,628	190,229,367	8,685,246	198,914,618

## COMBINED BALANCE SHEET

## 10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		11	12	10
	CA	General Fund	General Fund	General Fund
Description	(Object)	Unrestricted	Restricted	COMBINED
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	8,446,735	95,922	8,542,657
In County Treasury	9112	59,140,400	32,599,071	91,739,471
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,000		100,000
Investments (at cost)	9120	24,555,939		24,555,939
Accounts Receivable	9130	5,448,608	6,145,728	11,594,336
Due from Other Funds	9140	6,599,688	679,591	7,279,279
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210	54,343		54,343
Prepaid Items	9220	2,657,442	445,337	3,102,779
<b>TOTAL ASSETS</b>		107,003,155	39,965,649	146,968,804
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	6,978,938	2,344,118	9,323,056
Accrued Salaries and Wages Payable	9520	8,385,289	1,441,317	9,826,606
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	721,361	1,706,583	2,427,944
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	13,458,068	24,597,578	38,055,646
<b>TOTAL LIABILITIES</b>		29,543,656	30,089,596	59,633,252

## COMBINED BALANCE SHEET

## 10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		11	12	10
Description	CA (Object)	General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			0
NonCash Assets	9711			0
Amounts Restricted by Law for Specific Purposes	9712			0
Reserve for Encumbrances Credit	9713			0
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751	2,711,784	445,337	3,157,121
Restricted Fund Balance	9752		9,430,717	9,430,717
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	16,620,933		16,620,933
Total Designated Fund Balance		19,332,717	9,876,054	29,208,771
Uncommitted Fund Balance	9790	58,126,781		58,126,781
<b>TOTAL FUND EQUITY</b>		77,459,498	9,876,054	87,335,552
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		107,003,154	39,965,650	146,968,804

**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**COMBINED BALANCE SHEET**

For Year Ended June 30, 2019

**Governmental Funds Group**

**20 Debt Service Funds:**

**21 Bond Interest and Redemption Fund**

**22 Revenue Bond Interest and Redemption Fund**

**29 Other Debt Service Fund**

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112			
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
<b>TOTAL ASSETS</b>		0	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		0	0	0



**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**COMBINED BALANCE SHEET**

For Year Ended June 30, 2019

**Governmental Funds Group**

**20 Debt Service Funds:**

**21 Bond Interest and Redemption Fund**

**22 Revenue Bond Interest and Redemption Fund**

**29 Other Debt Service Fund**

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0

## Annual Financial and Budget Report

## 30 Special Revenue Funds:

## COMBINED BALANCE SHEET

31 Bookstore Fund

34 Farm Operation Fund

32 Cafeteria Fund

35 Revenue Bond Project Fund

33 Child Development Fund

39 Other Special Revenue Fund

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>ASSETS</b>							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111			22,649			446,177
In County Treasury	9112			168,746			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114						100
Investments (at cost)	9120						340,471
Accounts Receivable	9130			27,505			17,076
Due from Other Funds	9140			50,163			105,479
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210						
Prepaid Items	9220						2,750
<b>TOTAL ASSETS</b>		0	0	269,063	0	0	912,053
<b>LIABILITIES</b>							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510			2,729			25,450
Accrued Salaries and Wages Payable	9520			73,383			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540			192,951			442,626
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570						
<b>TOTAL LIABILITIES</b>		0	0	269,063	0	0	468,076

## Annual Financial and Budget Report

## 30 Special Revenue Funds:

31 Bookstore Fund

34 Farm Operation Fund

32 Cafeteria Fund

35 Revenue Bond Project Fund

33 Child Development Fund

39 Other Special Revenue Fund

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>FUND BALANCE (NON-GASB 54)</b>							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	0	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
Total Fund Balance		0	0	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	2,750
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	0	0	0	0	0	441,227
Total Designated Fund Balance		0	0	0	0	0	443,977
Uncommitted Fund Balance	9790	0	0	0	0	0	0
<b>TOTAL FUND EQUITY</b>		0	0	0	0	0	443,977
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	269,063	0	0	912,053

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		41	42	43
Description	CA (Object)	Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	283,815,116		
Cash With Fiscal Agents	9113			
Revolving Cash Accounts	9114			
Investments (at cost)	9120	2,443,882		
Accounts Receivable	9130	542,281		
Due from Other Funds	9140	227,651		
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220	125,631		
<b>TOTAL ASSETS</b>		287,154,561	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	8,412,999		
Accrued Salaries and Wages Payable	9520	96,905		
Compensated Absences Payable Current	9530			
Due to Other Funds	9540	2,930,708		
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		11,440,612	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		41	42	43
Description	CA (Object)	Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751	125,631		
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754	275,588,318		
Total Designated Fund Balance		275,713,949	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		275,713,949	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		287,154,561	0	0

51 Bookstore Fund

53 Farm Operations Fund

52 Cafeteria Fund

59 Other Enterprise Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>ASSETS</b>					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
<b>Fixed Assets</b>	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
<b>Total Fixed Assets</b>		0	0	0	0
<b>TOTAL ASSETS</b>		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

## COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>LIABILITIES</b>					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
<b>TOTAL LIABILITIES</b>	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

## COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>FUND EQUITY</b>					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
<b>Other Equity</b>	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
<b>TOTAL FUND EQUITY</b>		0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0	0



## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111	52,500	
In County Treasury	9112	2,883,865	1,180,519
Cash With Fiscal Agents	9113	828,763	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130	5,519	237,928
Due from Other Funds	9140	149,518	
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220	2,924	
<b>Fixed Assets</b>	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
<b>Total Fixed Assets</b>		0	0
<b>TOTAL ASSETS</b>		3,923,089	1,418,447

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	580,672	
Accrued Salaries and Wages Payable	9520	28,753	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	6,787	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		616,212	0
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
<b>TOTAL LIABILITIES</b>	968	616,212	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		0	0
<b>Fund Balance (GASB 54)</b>	9750		
Nonspendable Fund Balance	9751	2,924	
Restricted Fund Balance	9752		
Committed Fund Balance	9753		
Assigned Fund Balance	9754	3,303,953	1,418,447
Total Designated Fund Balance		3,306,877	1,418,447
Uncommitted(Unrestricted) Fund Balance	9790		
<b>Other Equity</b>	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
<b>TOTAL FUND EQUITY</b>		3,306,877	1,418,447
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		3,923,089	1,418,447

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		71	72	73	74	75	76	77	79
	CA	Associated	Student	Student Body	Student	Scholarship	Investment	Deferred	Other
Description	(Object)	Students	Representation	Center Fee	Financial Aid	and Loan	Trust Fund	Compensation	Trust Fund
		Trust Fund	Fee Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund
<b>ASSETS</b>									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	324,926			288,038				
In County Treasury	9112								
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114	800							
Investments (at cost)	9120	82,295					155,247,356		
Accounts Receivable	9130	419,778							
Due from Other Funds	9140	28,581							
Student Loans Receivable	9150								
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220	13,710							
<b>Fixed Assets</b>	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
<b>Total Fixed Assets</b>		0	0	0	0	0	0	0	0
<b>TOTAL ASSETS</b>		870,090	0	0	288,038	0	155,247,356	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		71	72	73	74	75	76	77	79
	CA	Associated	Student	Student Body	Student	Scholarship	Investment	Deferred	Other
Description	(Object)	Students	Representation	Center Fee	Financial Aid	and Loan	Trust Fund	Compensation	Trust Fund
		Trust Fund	Fee Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund
<b>LIABILITIES</b>									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	119,448			264,136		175,265		
Accrued Salaries and Wages Payable	9520								
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	74,654			293		1,764,708		
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570	139,674			23,609				
Total Current Liabilities and Deferred Revenue		333,776	0	0	288,038	0	1,939,973	0	0
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES</b>	968	333,776	0	0	288,038	0	1,939,973	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 890

Name: SOUTH ORANGE

		71	72	73	74	75	76	77	79
	CA	Associated	Student	Student Body	Student	Scholarship	Investment	Deferred	Other
Description	(Object)	Students	Representation	Center Fee	Financial Aid	and Loan	Trust Fund	Compensation	Trust Fund
		Trust Fund	Fee Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund
<b>FUND EQUITY</b>									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712								
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
Total Reserved Fund Balance		0	0	0	0	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750								
Nonspendable Fund Balance	9751	13,710							
Restricted Fund Balance	9752								
Committed Fund Balance	9753						153,307,383		
Assigned Fund Balance	9754	522,604							
Total Designated Fund Balance		536,314	0	0	0	0	153,307,383	0	0
Uncommitted(Unrestricted) Fund Balance	9790								
<b>Other Equity</b>	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
<b>TOTAL FUND EQUITY</b>		536,314	0	0	0	0	153,307,383	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		870,090	0	0	288,038	0	155,247,356	0	

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Federal Revenues</b>	8100			
Forest Revenues	8110	531		531
Higher Education Act	8120		501,724	501,724
Workforce Investment Act	8130			0
Temporary Assistance for Needy Families (TANF)	8140		88,488	88,488
Student Financial Aid	8150		84,101	84,101
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		1,090,676	1,090,676
Other Federal Revenues	8190		1,477,292	1,477,292
<b>Total Federal Revenues</b>	8100	531	3,242,281	3,242,812
<b>State Revenues</b>	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611			0
State General Apportionment	8612	272,603		272,603
Other General Apportionment	8613	4,683,668		4,683,668
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		1,700,527	1,700,527
Disabled Students Programs and Services(DSPS)	8623		3,233,977	3,233,977
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		465,744	465,744
Telecommunications and Technology Infrastructure Program (TTIP)	8626			0
Other General Categorical Programs	8627		24,150,373	24,150,373

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>EPA Proceeds</b>	8630	2,617,298		2,617,298
<b>Reimbursable Categorical Programs</b>	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		2,251,638	2,251,638
<b>State Tax Subventions</b>	8670			
Homeowners' Property Tax Relief	8671	1,149,407		1,149,407
Timber Yield Tax	8672	1		1
Other State Tax Subventions	8673			0
<b>State Non-Tax Revenues</b>	8680			
State Lottery Proceeds	8681	4,693,086	1,993,398	6,686,484
State Mandated Costs	8685	781,291		781,291
Other State Non-Tax Revnues	8686			0
Other State Revenues	8690	6,370,513	2,793,712	9,164,225
<b>Total State Revenues</b>	8600	20,567,867	36,589,369	57,157,236



Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
<b>Local Revenues</b>	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	210,557,836		210,557,836
Tax Allocation, Supplemental Roll	8812	5,986,574		5,986,574
Tax Allocation, Unsecured Roll	8813	6,382,073		6,382,073
Prior Years Taxes	8816	68,443		68,443
Education Revenues Augmentation Fund (ERAF)	8817			0
Redevelopment Agency Funds - Pass Through	8818			0
Redevelopment Agency Funds - Residual	8819			0
Redevelopment Agency Funds - Asset Liquidation	8819.1			0
Contributions, Gifts, Grants, and Endowments	8820	4,000		4,000
Contract Services	8830			
Contract Instructional Services	8831	4,890	6,850	11,740
Other Contranct Services	8832	40,157	6,555	46,712
Sales and Commissions	8840	734,132	2,192	736,324
Rentals and Leases	8850	4,258,032	10,170	4,268,202
Interest and Investment Income	8860	5,272,771		5,272,771
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	29,702,656		29,702,656
Contra Revenue Account	8874.1	(11,995,187)		(11,995,187)
Field Trips and Use of Nondistrict Facilities	8875	67,428		67,428
Health Services	8876		1,379,608	1,379,608
Instructional Materials Fees and Sales of Materials	8877		366,858	366,858
Insurance	8878			0
Student Records	8879	280,143		280,143
Nonresident Tuition	8880	11,489,480	1,650,610	13,140,090
Parking Services and Public Transportation	8881		2,264,836	2,264,836
Other Student Fees and Charges	8885	55,917	73,146	129,063
Other Local Revenues	8890	821,841	502,333	1,324,174
<b>Total Local Revenues</b>	8800	263,731,186	6,263,158	269,994,344
<b>Total Revenues</b>		284,299,584	46,094,808	330,394,392

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Other Financing Sources	8900			
Proceeds of General Fixed Assets	8910			0
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8970/8981/8982/8983)	898#	6,348,762	4,670,291	11,019,053
Total Other Financing Sources	8900	6,348,762	4,670,291	11,019,053
Total Revenues and Other Financing Sources		290,648,346	50,765,099	341,413,445

**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**SUPPLEMENTAL DATA**

**Expend by Instructional Activity**

**S10 General Fund - Combined**

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natual Resources	0100	605,278	5,750	11,125	90,135		712,288
Architecture and Environmental Design	0200	480,492	5,637	12,866	23,947		522,942
Environmental Sciences and Technologies	0300	115,205	2,864				118,069
Biological Sciences	0400	5,486,041	172,720	235,666	304,278		6,198,705
Business and Management	0500	3,996,372	71,253	6,952			4,074,577
Communications	0600	2,351,106	25,840	54,125	86,778		2,517,849
Computer and Information Science	0700	3,279,342	2,616,807	554,707	252,028		6,702,884
Education	0800	7,934,174	370,500	365,969	104,578		8,775,221
Engineering and Related Industrial Technology	0900	1,961,104	76,667	162,495	420,647		2,620,913
Fine and Applied Arts	1000	11,197,114	333,398	392,562	124,469		12,047,543
Foreign language	1100	3,032,538	47,292	10,746	547		3,091,123
Health	1200	5,837,551	414,571	366,800	424,301		7,043,223
Consumer Education And Home Economics	1300	3,603,039	102,735	172,462	13,884		3,892,120
Law	1400	135,856	1,125	4,758			141,739
Humanities(Letters)	1500	11,828,780	211,300	50,743			12,090,823
Library Science	1600	39,071	1,909		8,377		49,357
Mathematics	1700	7,915,653	52,963	10,656	2,458		7,981,730
Military Studies	1800						0
Physical Sciences	1900	7,408,853	51,254	215,625	268,793		7,944,525
Psychology	2000	2,290,072	20,297				2,310,369
Public Affairs and Services	2100	666,272	216,544	58,512			941,328
Social Sciences	2200	7,640,382	73,229	9,467	6,453		7,729,531
Commercial Services	3000	121,511	5,800	1,247,607			1,374,918
Interdisciplinary Studies	4900	10,325,144	2,745,567	2,437,058	166,181		15,673,950
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	463,942					463,942
<b>Sub-Total Instructional Activites</b>		98,714,892	7,626,022	6,380,901	2,297,854		115,019,669
<b>Total Expenditures for GF Activities*</b>		100,203,396	106,726,980	25,405,416	7,928,834	84,513,347	324,777,973

\*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		9,818,148	339,458	75,520		10,233,126
Course and Curriculum Development	6020		1,339,413	81,514	266,521		1,687,448
Academic / Faculty Senate	6030		690,990	165,333	3,644		859,967
Other Instructional Administration & Governance	6090						0
<b>Total Instructional Admin. &amp; Governance</b>		0	11,848,551	586,305	345,685	0	12,780,541
Instructional Support Services	6100						
Learning Center	6110	1,488,504	675,744	15,229	7,900		2,187,377
Library	6120		2,427,408	26,475	182,396		2,636,279
Media	6130		435,020	10,622	958		446,600
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150		84,766				84,766
Other Instructional Support Services	6190		963,567	159,299	49,811		1,172,677
<b>Total Instructional Support Services</b>		1,488,504	4,586,505	211,625	241,065	0	6,527,699
Admissions and Records	6200		3,844,096	95,904	22,371		3,962,371
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		8,614,525	77,956	3,864		8,696,345
Matriculation and Student Assessment	6320		5,066,374	541,772	17,152		5,625,298
Transfer Programs	6330						0
Career Guidance	6340						0
Other Student Counseling and Guidance	6390						0
<b>Total Student Counseling and Guidance</b>		0	13,680,899	619,728	21,016	0	14,321,643

**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**SUPPLEMENTAL DATA**

**Expend by Non-Instructional Activity**

**S10 General Fund - Combined**

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410		136,740	14,231	3,680		154,651
Disabled Student Programs and Services (DSPS)	6420		2,712,638	131,863	90,032		2,934,533
Extended Opportunity Programs and Services (EOPS)	6430		1,466,021	40,189	679	350,561	1,857,450
Health Services	6440		1,510,985	250,179	41,843		1,803,007
Student Personnel Administration	6450		1,143	142			1,285
Financial Aid Administration	6460		2,935,103	504,084	43,492		3,482,679
Job Placement Services	6470		319,699	7,746			327,445
Veterans Services	6480		1,144,367	307,052	29,782		1,481,201
Miscellaneous Student Services	6490		2,786,061	266,357	110,453		3,162,871
<b>Total Other Student Services</b>		0	13,012,757	1,521,843	319,961	350,561	15,205,122
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		4,419,452	772,236	3,664,992		8,856,680
Custodial Services	6530		4,814,178	151,504	9,077		4,974,759
Grounds Maintenance and Repairs	6550		1,784,189	122,950	18,611		1,925,750
Utilities	6570			4,893,067			4,893,067
Other Operations and Maintenance of Plant	6590			30,156	331,817		361,973
<b>Total Operation and Maintenance of Plant</b>	6500	0	11,017,819	5,969,913	4,024,497	0	21,012,229
<b>Planning, Policymaking and Coordinations</b>	6600		9,875,953	3,456,928	37,500		13,370,381

\* California Work Opportunity and Responsibility to Kids (CalWORKs).

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		1,371,689	510,079	6,682		1,888,450
Fiscal Operations	6720		3,885,000	231,100	3,484		4,119,584
Human Resources Management	6730		2,698,875	576,632	10,762		3,286,269
Noninstruct Staff Retirees' Benefits & Retirement *	6740		1,449,551				1,449,551
Staff Development	6750		140,621	380,735			521,356
Staff Diversity	6760			28,708			28,708
Logistical Services	6770		5,802,771	656,406	145,638		6,604,815
Management Information Systems	6780		4,877,865	1,180,561	125,089		6,183,515
Other General Institutional Support Services	6790		1,022,345	1,484,345	151,355		2,658,045
<b>Total General Institutional Support Services</b>	6700	0	21,248,717	5,048,566	443,010	0	26,740,293
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820		15,185	45,426			60,611
Community Use of Facilities	6830		281,092	4,360			285,452
Economic Development	6840		478,903	114,652			593,555
Other Community Services & Economic Development	6890		2,131,994	241,835			2,373,829
<b>Total Community Services</b>	6800	0	2,907,174	406,273	0	0	3,313,447

\* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910						0
Child Development Centers	6920						0
Farm Operations	6930						0
Food Services	6940			10,123			10,123
Parking	6950		2,344,133	351,205	79,168		2,774,506
Student and Co-Curricular Activities	6960		1,931,478	679,115	91,934		2,702,527
Student Housing	6970						0
Other Ancillary Services	6990		1,006,551	36,071			1,042,622
<b>Total Ancillary Services</b>	6900	0	5,282,162	1,076,514	171,102	0	6,529,778
Auxiliary Operations	7000						
Contract Education	7010						0
Other Auxiliary Operations	7090		1,796,325	30,916	270		1,827,511
<b>Total Auxiliary Operations</b>	7000	0	1,796,325	30,916	270	0	1,827,511

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Physical Property and Related Acquisitions	7100				4,503		4,503
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
<b>Total Long-Term Debt and Other Financing</b>	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					80,352,885	80,352,885
Student Aid	7320					3,809,901	3,809,901
Other Outgo	7390						0
<b>Total Transfers, Student Aid and Other Outgo</b>	7300	0	0	0	0	84,162,786	84,162,786
<b>Sub-Total Non-Instructional Activities</b>		1,488,504	99,100,958	19,024,515	5,630,980	84,513,347	209,758,304
<b>Total Expenditures General Fund: activities *</b>		100,203,396	106,726,980	25,405,416	7,928,834	84,513,347	324,777,973

\* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.



## Gann Appropriations Limit

## GANN Report

DISTRICT NAME: SOUTH ORANGE

I.	2019-2020 Appropriations Limit:			
A.	2018-2019 Appropriations Limit:			\$266,746,834
B.	2019-2020 Price Factor:	1.0385		
C.	Population factor:			
	1. 2017-2018 Second Period Actual FTES	26,747.37		
	2. 2018-2019 Second Period Actual FTES	26,423.31		
	3. 2018-2019 Population change factor (C2/C1)	0.9879		
D.	2018-2019 Limit adjusted by inflation and population factors (A * B * C.3)			\$273,664,686
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$273,664,686
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2019-2020 Appropriations Limit (D + E.3 - F.3)			\$273,664,686
II.	2019-2020 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			6,506,977
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			1,150,000
C.	Local Property taxes			226,833,000
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			50,000
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			0
H.	2019-2020 Appropriations Subject to Limit			\$234,539,977

For Actual Year: 2018-2019

Budget Year: 2019-2020

## General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	531		3,242,281	7,465,965	3,242,812	7,465,965
State Revenues	8600	20,567,867	20,461,977	36,589,369	59,918,233	57,157,236	80,380,210
Local Revenues	8800	263,731,186	266,376,659	6,263,158	6,177,707	269,994,344	272,554,366
<b>Total Revenues</b>		284,299,584	286,838,636	46,094,808	73,561,905	330,394,392	360,400,541
<b>EXPENDITURES:</b>							
Academic Salaries	1000	81,581,762	88,204,673	9,189,242	9,258,323	90,771,004	97,462,996
Classified Salaries	2000	43,440,689	47,775,711	9,922,567	13,476,065	53,363,256	61,251,776
Employee Benefits	3000	55,540,134	62,861,316	7,255,982	8,503,400	62,796,116	71,364,716
Supplies and Materials	4000	1,731,715	2,250,909	1,785,874	7,413,078	3,517,589	9,663,987
Other Operating Expenses and Services	5000	15,912,464	21,178,275	5,975,363	26,436,133	21,887,827	47,614,408
Capital Outlay	6000	707,849	1,060,782	7,220,985	10,003,887	7,928,834	11,064,669
<b>Total Expenditures</b>		198,914,613	223,331,666	41,350,013	75,090,886	240,264,626	298,422,552
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		85,384,971	63,506,970	4,744,795	(1,528,981)	90,129,766	61,977,989
<b>Other Financing Sources</b>	8900	6,348,762	8,981,000	4,670,291	4,868,788	11,019,053	13,849,788
<b>Other Outgo</b>	7000	75,442,806	91,820,687	9,070,541	13,215,861	84,513,347	105,036,548
<b>Net Increase/(Decrease) in Fund Balance</b>		16,290,927	(19,332,717)	344,545	(9,876,054)	16,635,472	(29,208,771)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	61,168,571	77,459,498	9,531,509	9,876,054	70,700,080	87,335,552
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	61,168,571		9,531,509		70,700,080	
<b>Ending Fund Balance, June 30</b>		77,459,498	58,126,781	9,876,054	0	87,335,552	58,126,781

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND		REVENUE BOND INTEREST		OTHER DEBT SERVICE FUND	
		REDEMPTION FUND		AND REDEMPTION FUND			
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
<b>Total Revenues</b>		0	0	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983						
<b>Total Other Financing Sources</b>		0	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110						
Debt Interest and Other Service Charges	7120						
Transfers Outgoing	7300 & 7400						
Reserve for Contingencies	7900						
<b>Total Other Outgo</b>	7000	0	0	0	0	0	0
<b>Net Other Financing Sources / (Other Outgo)</b>	8900 & 7000	0	0	0	0	0	0
<b>Net Increase/Decrease in Fund Balance</b>		0	0	0	0	0	0
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					779,803	839,000
<b>Total Income</b>		0	0	0	0	779,803	839,000
<b>Expenditures</b>							
Academic Salaries	1000					42,434	54,615
Classified Salaries	2000					685,749	679,355
Employee Benefits	3000					275,216	292,772
Supplies and Materials	4000					17,516	23,000
Other Operating Expenses and Services	5000					3,381	5,000
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	1,024,296	1,054,742
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	(244,493)	(215,742)
<b>Other Financing Sources</b>	8900					227,631	215,742
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	(16,862)	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0	16,862	0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		16,862	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					2,209,404	2,558,910
<b>Total Income</b>		0	0	0	0	2,209,404	2,558,910
<b>Expenditures</b>							
Academic Salaries	1000					132,787	114,846
Classified Salaries	2000					724,618	807,346
Employee Benefits	3000					276,725	281,216
Supplies and Materials	4000					78,649	109,315
Other Operating Expenses and Services	5000					1,114,655	1,640,164
Capital Outlay	6000					1,033	50,000
<b>Total Expenditures</b>		0	0	0	0	2,328,467	3,002,887
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	(119,063)	(443,977)
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	(119,063)	(443,977)
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0	563,040	443,977
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		563,040	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	443,977	0

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600		3,343,000				
Local Revenues	8800	10,744,434	6,335,000				
<b>Total Income</b>		10,744,434	9,678,000	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	1,063,177	353,563				
Employee Benefits	3000	418,902	152,366				
Supplies and Materials	4000	22,852	1,000				
Other Operating Expenses and Services	5000	1,930,456	5,679,459				
Capital Outlay	6000	51,574,557	362,991,190				
<b>Total Expenditures</b>		55,009,944	369,177,578	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(44,265,510)	(359,499,578)	0	0	0	0
<b>Other Financing Sources</b>	8900	69,611,841	134,368,966				
<b>Other Outgo</b>	7000	1,169	49,618,000				
<b>Net Increase/(Decrease) in Fund Balance</b>		25,345,162	(274,748,612)	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	250,368,787	275,713,949		0		
Prior Years Adjutments	9020						
Adjusted Beginning Balance	9030	250,368,787		0		0	
<b>Ending Fund Balance, June 30</b>		275,713,949	965,337	0	0	0	

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0	0	0	0	0
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Net Profit or Loss</b>		0	0	0	0	0	0
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0				
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0				
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0				
<b>Net Profit or Loss</b>		0	0				
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0				
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
<b>Ending Fund Balance, June 30</b>		0	0				



## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
<b>REVENUES:</b>							
Local Revenues	8800	201,392	80,000	47,039	30,000		
Other Financing Sources	8900	850,000	430,000	4,894,000	5,040,000		
<b>Total Income</b>		1,051,392	510,000	4,941,039	5,070,000		
<b>Expenditures</b>							
Academic Salaries	1000	4,098					
Classified Salaries	2000	435,886	293,085				
Employee Benefits	3000	178,269	162,602	4,910,148	5,040,000		
Supplies and Materials	4000	75	4,000				
Other Operating Expenses and Services	5000	231,665	690,126		20,000		
Capital Outlay	6000		12,000				
<b>Total Expenditures</b>		849,993	1,161,813	4,910,148	5,060,000		
<b>Net Profit or Loss</b>		201,399	(651,813)	30,891	10,000		
<b>Other Outgo</b>	7000	80,000					
<b>Net Increase/(Decrease) in Fund Balance</b>		121,399	(651,813)	30,891	10,000		
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	3,185,478	3,306,877	1,387,556	1,418,447		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	3,185,478		1,387,556			
<b>Ending Fund Balance, June 30</b>		3,306,877	2,655,064	1,418,447	1,428,447		

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Fiduciary Funds Group

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND		REPRESENTATION FEE TRUST FUND		BODY CENTER FEE TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	1,164,529	1,058,278				
<b>Total Income</b>		1,164,529	1,058,278	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	190,162	168,694				
Employee Benefits	3000	22,619	58,783				
Supplies and Materials	4000	79,050	276,106				
Other Operating Expenses and Services	5000	530,638	733,052				
Capital Outlay	6000	5,883					
<b>Total Expenditures</b>		828,352	1,236,635	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		336,177	(178,357)	0	0	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	135,478	119,500				
<b>Net Increase/(Decrease) in Fund Balance</b>		200,699	(297,857)	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	335,615	536,314		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	335,615		0		0	
<b>Ending Fund Balance, June 30</b>		536,314	238,457	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Fiduciary Funds Group

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	22,588,390	20,030,000				
State Revenues	8600	1,751,069	1,740,000				
Local Revenues	8800					12,681,678	12,040,000
<b>Total Income</b>		24,339,459	21,770,000	0	0	12,681,678	12,040,000
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000					5,061,065	5,600,000
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	2,416				491,735	560,000
Capital Outlay	6000						
<b>Total Expenditures</b>		2,416	0	0	0	5,552,800	6,160,000
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		24,337,043	21,770,000	0	0	7,128,878	5,880,000
<b>Other Financing Sources</b>	8900	124,122					660,000
<b>Other Outgo</b>	7000	24,463,581	21,770,000			6,267,593	7,986,000
<b>Net Increase/(Decrease) in Fund Balance</b>		(2,416)	0	0	0	861,285	(1,446,000)
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	2,416	0		0	152,446,098	153,307,383
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	2,416		0		152,446,098	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	153,307,383	151,861,383

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2018-2019

Budget Year: 2019-2020

## Fiduciary Funds Group

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800				
<b>Total Income</b>		0	0	0	0
<b>Expenditures</b>					
Academic Salaries	1000				
Classified Salaries	2000				
Employee Benefits	3000				
Supplies and Materials	4000				
Other Operating Expenses and Services	5000				
Capital Outlay	6000				
<b>Total Expenditures</b>		0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0
<b>Other Financing Sources</b>	8900				
<b>Other Outgo</b>	7000				
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010		0		0
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 890

Name: SOUTH ORANGE

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
12	RESTRICTED SUBFUND	11	UNRESTRICTED SUBFUND	134,334
33	CHILD DEVELOPMENT FUND	11	UNRESTRICTED SUBFUND	202,631
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	69,361,841
61	SELF-INSURANCE FUND	11	UNRESTRICTED SUBFUND	850,000
69	OTHER INTERNAL SERVICES FUND	11	UNRESTRICTED SUBFUND	4,894,000
41	CAPITAL OUTLAY PROJECTS FUND	12	RESTRICTED SUBFUND	250,000
74	STUDENT FINANCIAL AID TRUST FUND	12	RESTRICTED SUBFUND	124,122
11	UNRESTRICTED SUBFUND	41	CAPITAL OUTLAY PROJECTS FUND	1,169
11	UNRESTRICTED SUBFUND	61	SELF-INSURANCE FUND	80,000
33	CHILD DEVELOPMENT FUND	71	ASSOCIATED STUDENTS TRUST FUND	25,000
11	UNRESTRICTED SUBFUND	76	INVESTMENT TRUST FUND	6,267,593

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Receipt and Expenditures of Lottery Proceeds

Lottery Actual Report

L10 GENERAL FUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010				4,612,894		
Adjustments	9020						
Adjusted Beginning Balance	9030	0			4,612,894		
Actual Fiscal Year Data							
State Lottery Proceeds:	8681	4,693,086			1,993,398		
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000		190,376		190,376		190,376
Employee Benefits	3000		33,871		33,871		33,871
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0	37,306	37,306
Instructional Supplies & Materials	4300				0	609,378	609,378
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	646,684	646,684
Other Operating Expenses and Services	5000		4,468,839		4,468,839	500,768	4,969,607
Capital Outlay	6000						
Library Books	6300				0	148,262	148,262
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	148,262	148,262
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	4,693,086	0	4,693,086	1,295,714	5,988,800
<b>Ending Balance</b>					0	5,310,578	5,310,578

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**  
**SUPPLEMENTAL DATA**

**Receipt and Expenditures of Lottery Proceeds**

**Lottery Budget Report**

L10 GENERAL FUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010				5,310,578		
Adjustments	9020						
Adjusted Beginning Balance	9030	0			5,310,578		
Budget Fiscal Year Data							
State Lottery Proceeds:	8681	4,250,000			1,480,000		
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000		197,081		197,081		197,081
Employee Benefits	3000		72,734		72,734		72,734
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0		0
Instructional Supplies & Materials	4300				0	5,615,578	5,615,578
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	5,615,578	5,615,578
Other Operating Expenses and Services	5000		3,980,185		3,980,185	1,035,000	5,015,185
Capital Outlay	6000						
Library Books	6300				0	140,000	140,000
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	140,000	140,000
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	4,250,000	0	4,250,000	6,790,578	11,040,578
<b>Ending Balance</b>					0	0	

Annual Financial and Budget Report

For Actual Year: 2018-2019      District ID: 890      Name: SOUTH ORANGE

EPA Revenue	2,617,298
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	2,617,298	0	0	2,617,298
TOTAL		2,617,298	0	0	2,617,298



Annual Financial and Budget Report

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

	STRS	PERS		Increase	
Fiscal Year	Amount	Amount	Total	Amount	Rate
2015-16	7,181,247	5,424,269	12,605,516	N/A	N/A
2016-17	9,203,545	6,963,468	16,167,013	3,561,497	28.25%
2017-18	10,642,119	7,674,881	18,317,000	2,149,987	13.30%
2018-19	12,321,240	9,265,030	21,586,270	3,269,270	17.85%
2019-20	12,941,843	10,116,026	23,057,869	1,471,599	6.82%
2020-21	13,925,726	11,644,125	25,569,851	2,511,982	10.89%

Does the district have a plan to fund these expenses through 2020-21?
Yes
Explain Yes or No
SOCCCD has established a pension stabilization trust fund and has enough funds set aside to cover the increased costs for the unrestricted general fund through FY 2021-2022.

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Sign Language Interpreting and Closed Captioning Services, Independent Contractor Agreements for Task Orders, Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.

**ACTION:** Approval

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### **BACKGROUND**

The need to provide student accommodations for interpreting and closed captioning services has significantly increased District-wide over the last two years. Saddleback College and Irvine Valley College require sign language interpreting and closed captioning services on a regular, reoccurring and ongoing basis.

### **STATUS**

On July 18, 2019, Request for Qualifications and Proposals 370D for Sign Language Interpreting and Closed Captioning Services (RFQ&P) was issued by placing advertisements in the OC Register on July 18 and 25, 2019. The RFQ&P document was made available on the District's website and sent out to nine firms through the PlanetBids system. The District further identified and reached out to four firms and distributed the RFQ&P. On August 19, 2019, six proposals were received and have been deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

The award of Independent Contractor Agreements for Task Orders (Agreements) as a result of this RFQ&P and all work performed pursuant to the agreements will be by issuance of a Task Order only. The award of Agreements is not a guaranteed award of work.

Based on a combination of qualifications and expertise, competitive pricing, experience with higher education, and client references, the committee recommends award of contracts to three firms: Interpreters Unlimited, Inc. for five years (EXHIBIT B), Goodwill Industries of Orange County CA for five years (EXHIBIT C) and Quick Caption, Inc. for three years with up to two one-year extension options (EXHIBIT D).

Funding for these services are available in the colleges' department operational budgets.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Independent Contractor Agreements for Task Orders with Interpreters Unlimited, Inc., Goodwill Industries of Orange County CA and Quick Caption, Inc.



**Request for Qualifications and Proposals No. 370D  
Sign Language Interpreting and Closed-Captioning Services**

**Submittals**

**South Orange County Community College District**

**September 23, 2019**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>PROPOSAL EVALUATION SCORE</b>	<b>SIGN LANGUAGE INTERPRETING HOURLY BILLABLE RATE YEAR 1</b>	<b>CAPTIONING HOURLY BILLABLE RATE YEAR 1</b>
*Interpreters Unlimited, Inc.	San Diego, CA	80	\$69.00**	N/A
*Goodwill Industries of Orange County CA	Santa Ana, CA	79	\$70.00**	N/A
*Quick Caption, Inc.	Riverside, CA	76	\$73.00**	\$67.00**
Purple Communications, Inc.	Long Beach, CA	63	\$80.00	\$230.00
Focus Language International, Inc.	Orange, CA	57	\$75.00	N/A

\*Firms recommended for award of contract.

\*\*Final negotiated rates.

The RFQ&P selection committee recommends the award of contract to the above noted Sign Language Interpreting and Closed-Captioning Services firms for the following reasons:

- Proven company track record with extensive higher education and community college experience.
- Demonstrated best fit in understanding the user group's needs and expectations.
- Reasonable pricing in comparison to industry standard.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**INDEPENDENT CONTRACTOR AGREEMENT for TASK ORDERS**

This Agreement ("Agreement") is between **South Orange County Community College District - SOCCCD** ("District"), at 28000 Marguerite Parkway, Mission Viejo CA 92692, a California community college district and political subdivision of the State of California, and Goodwill Industries of Orange County CA ("Contractor"), at 410 N. Fairview, Santa Ana, CA 92703. District and Contractor are also referred to collectively as the "Parties", and individually as "Party".

WHEREAS, District is in need of services and advice as it will assist the District in discharging its legal obligation to provide an adequate educational program;

WHEREAS, Contractor has represented to the District that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under the Agreement; and

WHEREAS, District desires to obtain specialized services and/or advice stated in Article 1 and is hereinafter referred to as the "Project" or "Services", located within the District.

NOW THEREFORE, the Parties agree as follows:

1. **Statement of Service.** Contractor shall provide and deliver all aspects of services related to the Sign Language Interpreting and Closed-Captioning Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 370D referenced herein and made a part hereof, and the proposal ("Proposal") submitted by Consultant to District, dated August 19, 2019, referenced herein and made a part hereof, (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 13. Entire Agreement and Amendment of this Agreement.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Task Orders to Contractor authorizing certain work, and the provisions of this Agreement shall apply to all such Task Orders. Contractor shall not perform and District shall not be liable for any work performed by Contractor unless written authorization from District is given to Contractor in the form of such Task Order(s) prior to the performance of such work.

The Contractor shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Task Order, all the services articulated in the Contractor's scope of work ("Services"), which may be more particularly described in a Task Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Contractor's proposal or similar document.

2. **Contract Documents.** The following contract documents are considered part of the final Agreement, in order of precedence:
  - a. All properly executed Task Orders, and any Exhibits thereto.
  - b. The final executed Agreement between the Contractor and District.
  - c. Request for Proposal ("RFP") No. 370D for Sign Language Interpreting and Closed-Captioning Services dated July 18, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
  - d. Contractor's proposal dated August 19, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFP – Exhibit B referenced herein and made a part hereof.
3. **Contract Term.** The term of this Agreement shall begin September 24, 2019 and shall end September 23, 2024, in accordance with the schedule. This contract is for five (5) years. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Task Order shall be established in each individual Task Order issued to Contractor.

4. **Payment.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement per the hourly billable rates identified in Attachment A – Proposal Form D: Fee & Rate Proposal.

The District will not pay any reimbursable expenses of the Contractor and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the Contractor to make payments properly to its employees or sub- Contractors; or (3) failure of Contractor to perform its services in a timely manner so as to conform to Project schedule.

5. **Invoices.** Upon satisfactory completion and District's acceptance of work, Contractor to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of work. If payment term differs, it must be noted in Section 3.
6. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents, volunteers and representatives (collectively "Indemnified Parties") from all claims, demands, causes of action, losses, damages or liabilities, including without limitation, consequential damages, attorneys' fees and other related legal fees, costs and expenses, which arise out of or are related in any manner to the negligent, grossly negligent or willful conduct of the Contractor, its Subcontractors or their respective employees, agents or representatives in connection with the Work or performance of obligations hereunder. The Contractor's obligations hereunder include without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the negligent, grossly negligent or willful conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work. The Contractor's indemnity, defense and hold harmless obligations set forth herein are not limited by availability of insurance coverage or insurance policy limits.
- The District will indemnify and hold harmless the Contractor from claims arising out of bodily injury or death of persons or damage to property which arise out of the negligent, grossly negligent or willful misconduct of the District.
- (a) The Parties understand and agree that Article VIII, Paragraph 1 of this Agreement shall be the sole indemnity as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- (b) Any attempt to limit the Contractor's liability to the District in an attached exhibit shall be void and unenforceable between the District and the Contractor.
8. **Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance for the Contractor and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Contract and the District as the Certificate Holder, along

with endorsements reflecting the District as an Additional Insured to the Commercial General Liability insurance policies. Policies of insurance required of the Contractor and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to the Contractor/Subcontractor policies of insurance. All policies of insurance shall be issued by insurers AM Best rated at least VII/A-. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

8.1 The aforementioned insurance shall include coverage for:

- (a) The Contractor shall carry Workers' Compensation in accordance with the laws of the State of California. Employer's Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- (b) Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
  - i) Blanket contractual;
  - ii) Broad form property damage;
  - iii) Products/completed operations; and
  - iv) Personal injury.
- (c) Automobile liability insurance with combined single limits of not less than one million dollars (\$1,000,000) per occurrence for "Any Auto".

The Contractor waives all rights of subrogation against the District and the District's employees, officers, agents, volunteers and representatives for loss, damage or destruction caused by any perils to the extent covered by all insurance obtained pursuant to this Contract.

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College. Contractor understands and agrees that Contractor and all their employees shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year.
10. **Standard of Care and Professional Conduct.** Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Contractor or Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

11. **Equal Opportunity/Non-Discrimination.** Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would

deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Contractor shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Contractor shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

12. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, Contractor shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
13. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
14. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.
15. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
16. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
17. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.
18. **Confidentiality and Use of Information.** Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

Contractor shall advise the District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

19. **Assignment.** This Agreement is not assignable by Contractor, either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of District.

20. **Termination.**

20.1 **Grounds for Termination-** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

20.2 **Effect of Termination-** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) day of the request.

20.3 **Additional Services-** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such, manner as it may determine appropriate, services similar or identical to those terminated.

21. **Originality.** Contractor agrees that all material produced by the Contractor and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.

22. **Works for Hire.** Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

23. **Rights in Data.** Contractor grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

24. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.



25. **Non-Waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
26. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
27. **Accessibility of Information and Communication Technology.** The Contractor hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.

Contractor is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the Contractor, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Contractor is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

28. **Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

DISTRICT: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services, and Risk  
Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / PJerome@socccd.edu

CONTRACTOR: Goodwill Industries of Orange County CA  
Kathy Copeland, Vice President of Human Services  
410 N. Fairview  
Santa Ana, CA 92703  
(714) 547-6308 / kathyc@ocgoodwill.org

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

29. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
30. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California.

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

**CONTRACTOR**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

**PROPOSAL FORM D  
FEE AND RATE PROPOSAL  
GOODWILL INDUSTRIES OF ORANGE COUNTY CA  
REVISED PER FINAL NEGOTIATED RATES ON 09/03/19**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit hourly fees accordingly using the form below. Firm must provide the hourly billable rate for the entire five (5) year term. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

1. The Fee Proposal shall include all costs to complete the scope of work.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

<b>Team Member Title</b>	<b>Hourly Billable Rate Year 1</b>	<b>Hourly Billable Rate Year 2</b>	<b>Hourly Billable Rate Year 3</b>	<b>Hourly Billable Rate Year 4</b>	<b>Hourly Billable Rate Year 5</b>
Onsite Staff Interpreter Monday-Friday 8:00am-5:00pm	\$70.00	\$70.00	\$70.00	\$72.00	\$72.00
Onsite Staff Interpreter Monday-Friday 5:01pm-7:59am	\$80.00	\$80.00	\$80.00	\$82.00	\$82.00
Onsite Subcontracted Interpreter Monday-Friday 8:00am-5:00pm	\$70.00	\$70.00	\$70.00	\$72.00	\$72.00
Onsite Subcontracted Interpreter 5:01pm-7:59am	\$80.00	\$80.00	\$80.00	\$82.00	\$82.00

<b>Team Member Title</b>	<b>Hourly Billable Rate Year 1</b>	<b>Hourly Billable Rate Year 2</b>	<b>Hourly Billable Rate Year 3</b>	<b>Hourly Billable Rate Year 4</b>	<b>Hourly Billable Rate Year 5</b>
Onsite Staff or Subcontracted Interpreter Weekend 8:00am-5:00pm	\$80.00	\$80.00	\$80.00	\$82.00	\$82.00
Onsite Staff or Subcontracted Interpreter Weekend 5:01pm-7:59am	\$90.00	\$90.00	\$90.00	\$92.00	\$92.00
Onsite Staff or Subcontracted Interpreter Holiday 8:00am-5:00pm	\$80.00	\$80.00	\$80.00	\$82.00	\$82.00
Onsite Staff or Subcontracted Interpreter Holiday 5:01pm-7:59am	\$90.00	\$90.00	\$90.00	\$92.00	\$92.00
Last minute request hourly differential per interpreter (less than 24 hour notice)	\$10.00 additional	\$10.00 additional	\$10.00 additional	\$10.00 additional	\$10.00 additional
Tactile/Trilingual hourly differential per interpreter (requires two interpreters)	\$15.00 additional	\$15.00 additional	\$15.00 additional	\$15.00 additional	\$15.00 additional

3. **Other Costs and Considerations:**

- 2 hour minimum per interpreter per day and will be charged in 15 minute increments thereafter.
- Rates apply from the requested arrival time and continue for the duration requested.
- For appointments over 2 hours, two interpreters are required.
- 24 hour cancellation fee: if cancelled within less than 24 business hours, the 2 hour minimum or time booked fee will be assessed, whichever is greater.

- Interpreters to be named on the vendor list for staff parking.
- The holiday rate will apply to appointments scheduled for the following legal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- Additional prep time, if requested by the college, shall be billed as one additional hour per interpreter per class session.
- Interpreter will be released if the college or student for the assignment does not arrive within thirty minutes of the requested start time, which will be considered a no show. A no show will be considered a late and billable cancellation.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**INDEPENDENT CONTRACTOR AGREEMENT for TASK ORDERS**

This Agreement ("Agreement") is between **South Orange County Community College District - SOCCCD** ("District"), at 28000 Marguerite Parkway, Mission Viejo CA 92692, a California community college district and political subdivision of the State of California, and **Interpreters Unlimited, Inc.** ("Contractor"), at 10650 Trenea St., Suite 308, San Diego, CA 92131. District and Contractor are also referred to collectively as the "Parties", and individually as "Party".

WHEREAS, District is in need of services and advice as it will assist the District in discharging its legal obligation to provide an adequate educational program;

WHEREAS, Contractor has represented to the District that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under the Agreement; and

WHEREAS, District desires to obtain specialized services and/or advice stated in Article 1 and is hereinafter referred to as the "Project" or "Services", located within the District.

NOW THEREFORE, the Parties agree as follows:

1. **Statement of Service.** Contractor shall provide and deliver all aspects of services related to the Sign Language Interpreting and Closed-Captioning Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 370D referenced herein and made a part hereof, and the proposal ("Proposal") submitted by Consultant to District, dated August 19, 2019, referenced herein and made a part hereof, (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 13. Entire Agreement and Amendment of this Agreement.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Task Orders to Contractor authorizing certain work, and the provisions of this Agreement shall apply to all such Task Orders. Contractor shall not perform and District shall not be liable for any work performed by Contractor unless written authorization from District is given to Contractor in the form of such Task Order(s) prior to the performance of such work.

The Contractor shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Task Order, all the services articulated in the Contractor's scope of work ("Services"), which may be more particularly described in a Task Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Contractor's proposal or similar document.

2. **Contract Documents.** The following contract documents are considered part of the final Agreement, in order of precedence:
  - a. All properly executed Task Orders, and any Exhibits thereto.
  - b. The final executed Agreement between the Contractor and District.
  - c. Request for Proposal ("RFP") No. 370D for Sign Language Interpreting and Closed-Captioning Services dated July 18, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
  - d. Contractor's proposal dated August 19, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFP – Exhibit B referenced herein and made a part hereof.
3. **Contract Term.** The term of this Agreement shall begin September 24, 2019 and shall end September 23, 2024, in accordance with the schedule. This contract is for five (5) years. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Task Order shall be established in each individual Task Order issued to Contractor.

4. **Payment.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement per the hourly billable rates identified in Attachment A – Proposal Form D: Fee & Rate Proposal.

The District will not pay any reimbursable expenses of the Contractor and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the Contractor to make payments properly to its employees or sub- Contractors; or (3) failure of Contractor to perform its services in a timely manner so as to conform to Project schedule.

5. **Invoices.** Upon satisfactory completion and District's acceptance of work, Contractor to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of work. If payment term differs, it must be noted in Section 3.
6. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
7. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents, volunteers and representatives (collectively "Indemnified Parties") from all claims, demands, causes of action, losses, damages or liabilities, including without limitation, consequential damages, attorneys' fees and other related legal fees, costs and expenses, which arise out of or are related in any manner to the negligent, grossly negligent or willful conduct of the Contractor, its Subcontractors or their respective employees, agents or representatives in connection with the Work or performance of obligations hereunder. The Contractor's obligations hereunder include without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the negligent, grossly negligent or willful conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work. The Contractor's indemnity, defense and hold harmless obligations set forth herein are not limited by availability of insurance coverage or insurance policy limits.
- The District will indemnify and hold harmless the Contractor from claims arising out of bodily injury or death of persons or damage to property which arise out of the negligent, grossly negligent or willful misconduct of the District.
- (a) The Parties understand and agree that Article VIII, Paragraph 1 of this Agreement shall be the sole indemnity as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
  - (b) Any attempt to limit the Contractor's liability to the District in an attached exhibit shall be void and unenforceable between the District and the Contractor.
8. **Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance for the Contractor and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Contract and the District as the Certificate Holder, along

with endorsements reflecting the District as an Additional Insured to the Commercial General Liability insurance policies. Policies of insurance required of the Contractor and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to the Contractor/Subcontractor policies of insurance. All policies of insurance shall be issued by insurers AM Best rated at least VII/A-. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

8.1 The aforementioned insurance shall include coverage for:

- (a) The Contractor shall carry Workers' Compensation in accordance with the laws of the State of California. Employer's Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- (b) Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
  - i) Blanket contractual;
  - ii) Broad form property damage;
  - iii) Products/completed operations; and
  - iv) Personal injury.
- (c) Automobile liability insurance with combined single limits of not less than one million dollars (\$1,000,000) per occurrence for "Any Auto".

The Contractor waives all rights of subrogation against the District and the District's employees, officers, agents, volunteers and representatives for loss, damage or destruction caused by any perils to the extent covered by all insurance obtained pursuant to this Contract.

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College. Contractor understands and agrees that Contractor and all their employees shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year.
10. **Standard of Care and Professional Conduct.** Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Contractor or Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

11. **Equal Opportunity/Non-Discrimination.** Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would



deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Contractor shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Contractor shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

12. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, Contractor shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
13. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
14. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.
15. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
16. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
17. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.
18. **Confidentiality and Use of Information.** Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

Contractor shall advise the District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Contractor's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

19. **Assignment.** This Agreement is not assignable by Contractor, either in whole or in part, nor shall the Contractor further contract for the performance of any of its obligations hereunder, without the prior written consent of District.

20. **Termination.**

20.1 **Grounds for Termination-** District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

20.2 **Effect of Termination-** If this Agreement is terminated as provided in this Section, District may require Contractor to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) day of the request.

20.3 **Additional Services-** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such, manner as it may determine appropriate, services similar or identical to those terminated.

21. **Originality.** Contractor agrees that all material produced by the Contractor and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.

22. **Works for Hire.** Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

23. **Rights in Data.** Contractor grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

24. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract.

25. **Non-Waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Contract shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
26. **Severability.** If any term, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
27. **Accessibility of Information and Communication Technology.** The Contractor hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.

Contractor is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the Contractor, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Contractor is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

28. **Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Contract.

DISTRICT: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services, and Risk  
Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / PJerome@socccd.edu

CONTRACTOR: Interpreters Unlimited, Inc.  
Shamus Sayed, Vice President  
10650 Trenea St., Suite 308  
San Diego, CA 92131  
(800) 726-9891 / shamus.sayed@interpreters.com

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

29. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
30. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California.

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

**CONTRACTOR**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

**PROPOSAL FORM D**  
**FEE AND RATE PROPOSAL**  
**INTERPRETERS UNLIMITED, INC.**  
**REVISED PER FINAL NEGOTIATED RATES ON 09/03/19**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit hourly fees accordingly using the form below. Firm must provide the hourly billable rate for the entire five (5) year term. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

1. The Fee Proposal shall include all costs to complete the scope of work.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Hourly Billable Rate	Hourly Billable Rate	Hourly Billable Rate	Hourly Billable Rate
	Year 1	Year 2	Year 3	Year 4	Year 5
Onsite Interpreter	\$69.00	\$69.00	\$69.00	\$71.00	\$71.00

3. **Other Costs and Considerations:**

- 2 hour minimum per interpreter per day and will be charged in 15 minute increments thereafter.
- For appointments over 2 hours, 2 interpreters are required.
- 24 hour cancellation fee: if cancelled within less than 24 hours, the 2 hour minimum or time booked fee will be assessed, whichever is greater.
- Interpreter will be released if the college or student for the assignment does not arrive within thirty minutes of the requested start time, which will be considered a no show. A no show will be considered a late and billable cancellation.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**INDEPENDENT CONTRACTOR AGREEMENT for TASK ORDERS**

This Agreement ("Agreement") is between **South Orange County Community College District - SOCCCD** ("District"), at 28000 Marguerite Parkway, Mission Viejo CA 92692, a California community college district and political subdivision of the State of California, and QuickCaption, Inc. ("Contractor"), at 4927 Arlington Avenue, Riverside, CA 92504. District and Contractor are also referred to collectively as the "Parties", and individually as "Party".

WHEREAS, District is in need of services and advice as it will assist the District in discharging its legal obligation to provide an adequate educational program;

WHEREAS, Contractor has represented to the District that Contractor is knowledgeable and qualified in skills required for this project and covenants that Contractor is capable of performing the services required under the Agreement; and

WHEREAS, District desires to obtain specialized services and/or advice stated in Article 1 and is hereinafter referred to as the "Project" or "Services", located within the District.

NOW THEREFORE, the Parties agree as follows:

1. **Statement of Service.** Contractor shall provide and deliver all aspects of services related to the Sign Language Interpreting and Closed-Captioning Services specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 370D referenced herein and made a part hereof, and the proposal ("Proposal") submitted by Consultant to District, dated August 19, 2019, referenced herein and made a part hereof, (Collectively, the "Services") to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 13. Entire Agreement and Amendment of this Agreement.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Task Orders to Contractor authorizing certain work, and the provisions of this Agreement shall apply to all such Task Orders. Contractor shall not perform and District shall not be liable for any work performed by Contractor unless written authorization from District is given to Contractor in the form of such Task Order(s) prior to the performance of such work.

The Contractor shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Task Order, all the services articulated in the Contractor's scope of work ("Services"), which may be more particularly described in a Task Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Contractor's proposal or similar document.

2. **Contract Documents.** The following contract documents are considered part of the final Agreement, in order of precedence:
  - a. All properly executed Task Orders, and any Exhibits thereto.
  - b. The final executed Agreement between the Contractor and District.
  - c. Request for Proposal ("RFP") No. 370D for Sign Language Interpreting and Closed-Captioning Services dated July 18, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
  - d. Contractor's proposal dated August 19, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFP – Exhibit B referenced herein and made a part hereof.
3. **Contract Term.** The term of this Agreement shall begin September 24, 2019 and shall end September 23, 2024, in accordance with the schedule. This contract is for a "Base Period" of three (3) years. The District has the option to extend the term of the contract for two (2) additional periods consisting of 12 months each. The rates for the optional years four (4) and five (5) of the contracts shall be subject to negotiations. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Task Order shall be

established in each individual Task Order issued to Contractor.

4. **Payment.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement per the hourly billable rates identified in Attachment A – Proposal Form D: Fee & Rate Proposal.

The District will not pay any reimbursable expenses of the Contractor and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the Contractor to make payments properly to its employees or sub-Contractors; or (3) failure of Contractor to perform its services in a timely manner so as to conform to Project schedule.

5. **Invoices.** Upon satisfactory completion and District's acceptance of work, Contractor to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of work. If payment term differs, it must be noted in Section 3.

6. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

7. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents, volunteers and representatives (collectively "Indemnified Parties") from all claims, demands, causes of action, losses, damages or liabilities, including without limitation, consequential damages, attorneys' fees and other related legal fees, costs and expenses, which arise out of or are related in any manner to the negligent, grossly negligent or willful conduct of the Contractor, its Subcontractors or their respective employees, agents or representatives in connection with the Work or performance of obligations hereunder. The Contractor's obligations hereunder include without limitation: (i) injury to, or death of, persons; (ii) damage to property; (iii) theft or loss of property; (iv) Stop Payment Notice claims; and (v) other losses, damages or costs arising out of, in whole or in part, of the negligent, grossly negligent or willful conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work. The Contractor's indemnity, defense and hold harmless obligations set forth herein are not limited by availability of insurance coverage or insurance policy limits.

The District will indemnify and hold harmless the Contractor from claims arising out of bodily injury or death of persons or damage to property which arise out of the negligent, grossly negligent or willful misconduct of the District.

- (a) The Parties understand and agree that Article VIII, Paragraph 1 of this Agreement shall be the sole indemnity as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- (b) Any attempt to limit the Contractor's liability to the District in an attached exhibit shall be void and unenforceable between the District and the Contractor.

8. **Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain the policies of insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance and Automobile Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor

shall deliver Certificates of Insurance for the Contractor and its Subcontractors evidencing the required insurance coverages, in the minimum coverage limits required by the Contract and the District as the Certificate Holder, along with endorsements reflecting the District as an Additional Insured to the Commercial General Liability insurance policies. Policies of insurance required of the Contractor and Subcontractors is primary; policies of insurance maintained by the District are excess and non-contributory to the Contractor/Subcontractor policies of insurance. All policies of insurance shall be issued by insurers AM Best rated at least VII/A-. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

8.1 The aforementioned insurance shall include coverage for:

- (a) The Contractor shall carry Workers' Compensation in accordance with the laws of the State of California. Employer's Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- (b) Commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate including coverage for the following:
  - i) Blanket contractual;
  - ii) Broad form property damage;
  - iii) Products/completed operations; and
  - iv) Personal injury.
- (c) Automobile liability insurance with combined single limits of not less than one million dollars (\$1,000,000) per occurrence for "Any Auto".

The Contractor waives all rights of subrogation against the District and the District's employees, officers, agents, volunteers and representatives for loss, damage or destruction caused by any perils to the extent covered by all insurance obtained pursuant to this Contract.

9. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College. Contractor understands and agrees that Contractor and all their employees shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year.
10. **Standard of Care and Professional Conduct.** Contractor shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all of Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

Contractor or Contractor's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.



11. **Equal Opportunity/Non-Discrimination.** Contractor shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Contractor shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Contractor shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

12. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, Contractor shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
13. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
14. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.
15. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
16. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
17. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract.
18. **Confidentiality and Use of Information.** Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's

research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

Contractor shall advise the District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise the District and as a result of the use of any programs or materials developed by Contractor under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

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22. **Works for Hire.** Contractor understands and agrees that all matters produced under this Contract shall be works for hire and shall become the sole property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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DISTRICT: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services, and Risk  
Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / PJerome@socccd.edu

CONTRACTOR: QuickCaption, Inc.  
Antha Ward, President  
111 North First Street, Suite 201  
Burbank, CA 91502  
(951) 779-0787 / award@quickcaption.com

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

29. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
30. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California.

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

**CONTRACTOR**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

**PROPOSAL FORM D  
FEE AND RATE PROPOSAL  
QUICKCAPTION, INC.  
REVISED PER FINAL NEGOTIATED RATES ON 09/03/19**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit hourly fees accordingly using the form below. Firm must provide the hourly billable rate for the entire three (3) year term. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

1. The Fee Proposal shall include all costs to complete the scope of work.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

<b>Team Member Title</b>	<b>Hourly Billable Rate Year 1</b>	<b>Hourly Billable Rate Year 2</b>	<b>Hourly Billable Rate Year 3</b>
Onsite CART Captioner	\$67.00	\$69.00	\$72.00
Remote CART Captioner	\$62.00	\$66.00	\$69.00
Onsite ASL Interpreter	\$73.00	\$77.00	\$80.00
Offsite ASL Interpreter	\$77.00	\$79.00	\$82.00

3. **Other Costs and Considerations:**

- 2 hour minimum per captioner per day and will be charged in 30 minute increments thereafter.
- Class notes provided directly to the student via email within 24 hours at a rate of \$5.00 per transcript.
- Last-minute requests for service (less than 36 hours' notice), will be invoiced with a 20% surcharge.
- Events 1.5 hours or longer will require a team of captioners to reduce fatigue and ensure accuracy.
- Cancellation received a minimum of 36 hours prior to assignment - no charge.
- No charge for editing (unless specifically agreed upon prior to assignment).

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board, BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Records Retention and Destruction, BP- 4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-5210 Enrollment Priorities, BP-5616 Attendance

**ACTION:** Review and Study

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

### **STATUS**

Nine board policies (EXHIBITS A through I) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 12, 2019 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

# BOARD POLICY

108

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## VACANCIES ON THE BOARD

- I. Vacancies on the Board may be caused by any of the events specified in Government Code or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by Education Code.
- II. Within 60 days of the vacancy or filing of a deferred resignation, the Board shall either order an election or make a provisional appointment to fill the vacancy.
- III. If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.
- IV. If a provisional appointment is made, it shall be subject to the conditions in Education Code. The person appointed to the position shall hold office only until the next regularly scheduled election for district governing board members. ~~when the~~ The election shall be held to fill the vacancy for the remainder of the unexpired term.
- V. The provisional appointment will be made by a majority public vote of the board members at a public meeting.
- VI. The Chancellor shall establish administrative ~~procedures~~ regulations to solicit applications that ~~assure~~ ensure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process, which may include interviews at a public meeting.

### *Reference:*

*Education Code Sections 5090, et seq.*  
*Government Code 1770*

Adopted: 08.27.07

Reviewed by BPARAC & Chancellor on 4-29-13. No recommended change to policy.
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Revised: 05.18.15

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# BOARD POLICY

172

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD SELF EVALUATION

The Board is committed to assessing its own performance as a ~~board~~ Board in order to identify its strengths and areas in which it may improve its functioning.

To that end, the Board has established the following processes:

1. The Board of Trustees shall determine the instrument or process to be used in board self-evaluation. Any evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, as well as criteria defining board effectiveness promulgated by recognized practitioners in the field. The process for evaluation shall be recommended to and approved by the Board.
2. If an evaluation instrument is used, all board members will be asked to complete the evaluation instrument and submit them to the ~~board~~ Board ~~eOffice~~, to be summarized and compiled.
3. A summary of the evaluations will be presented and discussed regularly at an open ~~board~~ Board session scheduled for that purpose. The results will be used to identify accomplishments in the past year and goals for the following year in order to strengthen Board effectiveness.

### *Reference:*

*Accreditation Standard IV.~~B.1.e~~ & gC.10*



# BOARD POLICY

2150

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

## SMOKE AND TOBACCO FREE DISTRICT

It is the intent of the South Orange County Community College District to maintain an educational and workplace environment that is ~~conductive~~ conducive to the health and safety of our students and employees.

Realizing the health hazards posed by smoking and by second-hand smoke, it is policy of the South Orange County Community College District to maintain a smoke free environment for all ~~district~~ District sites. The use of tobacco and marijuana products is prohibited within or on any district facility or property.

I. Tobacco and marijuana products include but are not limited to the burning of any type of cigars, cigarettes, little cigars, joints, pipe tobacco, chewing tobacco, snuff, hookahs, or pipes, and an electronic device that delivers nicotine or other vaporized liquids to a person inhaling from the device (e.g. e-cigarettes and vaporizers). The use of an electronic cigarette (vapor) or smokeless/chewing tobacco are also prohibited.

II. Tobacco and marijuana products shall not be commercially sold or distributed in any manner on any ~~d~~District site. This includes free samples distributed by vendors. Advertising and sponsorship of events by companies or individuals dealing in the produces identified in Section I (above) is also prohibited.

This policy pertains to students, faculty, staff, administrators, visitors and the general public attending events at any site within the ~~district~~ District. Additionally, this policy shall apply to all ~~district~~ District facilities, owned or leased, regardless of location, and all ~~state~~ automotive and auxiliary vehicles.

~~Tobacco products include but are not limited to the burning of any type of cigar, cigarette or pipe. The use of an electronic cigarette (vapor) or smokeless/chewing tobacco are also prohibited.~~

The District and colleges shall make available to students and employees information about smoking-cessation programs. Signage will be posted as appropriate.

### Reference:

Government Code Section 7597.1

Business and Professions Code Section 22950.5

# BOARD POLICY

# 3310

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## RECORDS RETENTION AND DESTRUCTION

The Chancellor shall establish administrative ~~procedures~~ regulations to ~~assure~~ ensure the retention and destruction of all District records, ~~including~~ electronically stored information as defined by the Federal Rules of Civil Procedures, ~~in~~ in compliance with ~~Title 5~~ laws and regulations. Such records shall include but not be limited to student records, employment records and financial records.

### *References:*

*California Code of Regulations, Title 5, Sections 58031, 59118, 59020 et seq.*  
~~*Title 5, Sections 59020, et seq.*~~  
*Federal Rules of Civil Procedures, Rules 16, 26, 33, 34, 37, 45*  
*California Education Code Section 76210*

~~[See Administrative Regulation 3310]~~

# BOARD POLICY

4019

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## ELDER AND DEPENDENT ADULT ABUSE REPORTING

It is the policy of the South Orange County Community College District to treat reports of violence against elderly persons or dependent adults as high priority criminal activity that is to be fully investigated regardless of the relationship between the victim and the suspect(s).

The Chancellor or designee shall establish administrative regulations related to the responsibility of employees, within the scope of employment or in their professional capacity, to report suspected abuse and neglect of the elderly.

### *References:*

*Welfare and Institution Code 15610 et seq.;*

*Penal Code § 368; Health and Safety Code §§ 1250, 1250.2, and 1250.3;*

*Welfare and Institutions Code § 15630*

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

~~4075 4077.2~~

HUMAN RESOURCES

## PERSONAL LEAVE (Without Pay)

A personal absence without pay for up to five (5) individual days ~~annually per fiscal year~~ shall require the approval of the immediate supervisor. An absence of more than five (5) individual days must also be approved by the president or designee, for their respective college, and the ~~e~~Cancellor or designee for ~~d~~District ~~s~~Services. Appropriate paid leaves must be exhausted prior to utilizing leave without pay.

If an absence of more than thirty (30) consecutive days without pay is requested, the ~~b~~Board of ~~t~~Trustees' approval is required.

Adopted:	04-13-70	Technical Update	04-26-99
Revised:	04-10-89	Revised:	07-20-15
Revised:	02-28-94		

# BOARD POLICY

**4201.34204**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT~~PERSONNEL~~HUMAN RESOURCES

## RE-EMPLOYMENT OF CLASSIFIED PERSONNEL

At the discretion of the Board of Trustees, any permanent classified employee whose employment is terminated after submitting a written resignation and who is separated in good standing may be returned to the same position or to a similar position to that formerly held without further competitive examination within ~~thirty-nine (39)~~ months after the employee's last date of paid employment. If the employee is rehired, the ~~d~~District shall disregard the break in service and restore all the rights, benefits, and responsibilities of a permanent employee, except that the employee's seniority date will be the date of rehire.

When an employee is rehired through the competitive process within the 39 months; or re-employed ~~thirty-nine (39)~~ or more months after the last day of the previous service, the employee shall be considered a new employee and the regulations that govern new employees to the ~~d~~District shall apply.

Under this policy the employee's re-employment shall be discretionary and include the Vice Chancellor of Human Resources's or designee's recommendation in addition to the ~~b~~BBoard's approval.

Adopted: 9-29-69

Revised: 2-28-77

Revised: 4-10-89

Technical Update: 4-26-99

Revised: 12-06-10

# BOARD POLICY

# 5210

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## ENROLLMENT PRIORITIES

The Chancellor or ~~his/her~~ designee shall establish regulations defining enrollment priorities, limitations, and processes for student challenge, which shall comply with State regulations.

### *Reference:*

*Title 5, Sections ~~51006, 58106, 55031,~~ 58108, ~~56026,~~ & 56232*

*Education Code ~~76000, 76001, 66025.8,~~ & 66025.9, & 66025.92*

Adopted: 12-07-09  
Revised: 3-26-12  
Revised: 7-22-13

# BOARD POLICY

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SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

5616  
STUDENTS

## ATTENDANCE

### I. STUDENT ATTENDANCE

Students are expected to attend classes regularly. Failure to attend classes may result in the instructor dropping the student from class or may be taken into consideration in assigning the grade.

### II. ATTENDANCE ACCOUNTING

The South Orange County Community College District shall comply with all attendance accounting requirements as mandated by Title 5 ~~requirements~~ and the Student Attendance Accounting Manual.

#### *Reference:*

*Title 5, Section s 58000 et. ~~S~~eq. and 58161*

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Academic Employees and Classified Administrators  
Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators' personnel actions as shown in Exhibit A.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Abbas, Rima	MS/Chemistry	Chemistry/IVC	2	08/19/19
Anderson, Sarah	MS/Athletic Training	Kinesiology/IVC	2	08/19/19
Breitenstein, Shane	MA/Visual Studies	Film/IVC	2	08/19/19
Chapman, Loraine	MS/Nursing	Nursing/SC	2	08/19/19
Cisco-Reuter, Hilary	MA/Psychology	Psychology/SC	5	08/19/19
Danko, Carolyn	MS/Nursig Education	Nursing/SC	2	08/19/19
<sup>1</sup> Donaldson, Lindsay	Equivalency	Gender Studies/IVC	4	08/19/19
Espinoza, Ashlee	MFA/Theatre Arts	Theatre Arts/SC	2	08/19/19
Flaiz-Windham, Julie	MA/Business Admin.	Accounting/SC	3	08/19/19
Glasheen, Anastasia	DMA/Music Performance	Music-Voice/SC	5	08/19/19
Huynh, Thydan	MS/Educational Counseling	Counseling/SC	2	08/19/19
Johnson, John	DMA/Vocal Arts	Music-Voice/SC	5	08/19/19
LaRue, Ryan	MS/Experimental Pathology	Biology/SC	2	08/19/19
Lengyel-Leahu, Kristia	Equivalency	Counseling/SC	2	08/19/19
Manese, Elisa	MS/Educational Counseling	Counseling/SC	2	08/19/19
McDermott, Kim	BA/Psychology	AEWD/SC	1	08/19/19
Monette, Michael	MA/Theology	Emeritus/SC	2	08/19/19
Munoz, Jonathan	Equivalency	Kinesiology/SC	1	08/19/19
Nazari, Jamshid	PhD/Elect. Engineering	Computer Science/SC	5	08/19/19
Olais, Maya	MA/Cultural Studies	Tutor/IVC	3	08/19/19
Perez-Amorde, Marisa	MS/Counseling (MFT)	Counseling/SC	2	08/19/19
Rouse, Christopher	Equivalency	History/SC	1	08/19/19
Schultz, Andrew	MA/Choral Music	Emeritus/SC	2	08/19/19
Sexton, Karen	MS/Education:Reading	Reading/SC	5	08/19/19
Sponberg, Liane	MA/TESOL	Adult ESL/IVC	2	08/19/19
Sung, Jennifer	DMA/Music Performance	Music-Voice/SC	5	08/19/19
<sup>2</sup> Tener, Andrea	MA/TESOL	Adult ESL/SC	6	08/19/19
Wong Yu, Jozelle	MA/Communication	Speech/IVC	2	08/19/19

<sup>1</sup> Current Part-Time Faculty Anthropology Instructor, Social & Behavioral Sciences, Saddleback College

<sup>2</sup> Current Part-Time Faculty ESL Instructor, Liberal Arts, Saddleback College

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Chair, Humanities	\$341.20	05/28/19-08/09/19
Cabral, Larry	ECP Facilitation 1	\$200.00	08/19/19-12/18/19
Fanego, Chris	ECP Facilitation 5	\$100.00	08/19/19-12/18/19
Gutierrez, Luis A.	Chair, Administration of Justice	\$3,637.50	08/12/19-12/18/19
Huggett, Danelle	BST WR 302 Workshop 5	\$63.98	04/12/19-04/12/19
Hurlbut, Diana	Chemical Hygiene Officer	\$639.75	06/04/19-06/04/19
Pastrana, Ruby	ECP Facilitation 7	\$100.00	08/19/19-12/18/19
Sahani, Navneet Shirin	Co-Facilitator, Model United Nations 2	\$1,091.25	08/12/19-12/18/19
Synycia, Natasha Nicole	Co-Facilitator, Model United Nations 3	\$1,091.25	08/12/19-12/18/19
Webber, Jonathan	ECP Facilitation 3	\$100.00	08/19/19-12/18/19

**General Fund/IVC Month to Date: \$7,364.93**

**IVC APPROVED FISCAL YEAR TO DATE: \$29,060.67**

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Baker, Raffaella	Assistant Forensic Coordinator	\$2,750.00	08/12/19-12/18/19
Bergquist-Turori, Melodie	Radio Program Coordinator	\$5,610.24	08/19/19-12/18/19
Bergquist-Turori, Melodie	Radio Program Coordinator	\$5,610.24	01/13/20-05/20/20
Fox, Lindsay Ann Smith	Chair, Fashion	\$4,365.00	08/12/19-12/18/19
Ochoa, Lucas	Forensic Coordinator	\$5,000.00	08/12/19-12/18/19
Radden, Larry	Assistant Forensic Coordinator	\$2,750.00	08/12/19-12/18/19

**General Fund/SC Month to Date: \$26,085.48**

**SC APPROVED FISCAL YEAR TO DATE: \$89,987.31**

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Akhavan, Susan	Saddleback/IVC/AESL Collaborative Meeting 2	\$298.55	06/20/19-06/20/19
Buller, Lynn	CWE Coordinator	\$3,492.00	08/19/19-12/18/19

**Non-General Fund/IVC Month to Date: \$3,790.55**

**IVC APPROVED FISCAL YEAR TO DATE: \$50,294.36**

**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.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Alexander, Ariel	OEI POCR Training	\$2,000.00	07/08/19-08/05/19
Alexander, Ariel	Direct Music for Commencement	\$150.00	05/24/19-05/24/19
Alexander, Ariel	OEI POCR Reviewer, SU19	\$1,000.00	07/29/19-08/05/19
Antoun, Rachel	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Baker, Raffaella	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Bennett, Michael	Coordinator, KNEA Program	\$7,275.78	08/19/19-12/18/19
Brosch, Melissa	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Brown, Daniel	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Cesareo, Claire	OEI POCR Training, F19	\$2,000.00	08/13/19-08/24/19
Damm, Kathryn	OEI POCR Training, F19	\$2,000.00	08/12/19-09/08/19
DeDonno, Tom	V-CAT Project Exhibit Review	\$2,133.00	05/28/19-08/11/19
Dinger, Michelle	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Evans Wallin, Patty	OEI POCR Training, F19	\$2,000.00	08/13/19-08/24/19
Fanney, Elise	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Fox, Lindsay Ann Smith	Chair, Fashion - Supp. Duties	\$1,091.25	08/12/19-12/20/19
Fredrickson, Scott	Leading from the Middle Academy	\$350.64	10/24/19-10/26/19
Garthoffner, Jennifer	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Gates, Alana	OEI POCR Training, SU19	\$2,000.00	07/22/19-08/09/19
Goulding, Carrie	Leading from the Middle Academy	\$350.64	10/24/19-10/26/19
Gridley, Suzan	OEI POCR Training, F19	\$2,000.00	08/13/19-08/24/19
Hoggatt, Mandy	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Hoida, Bridget	OEI POCR Training, F19	\$2,000.00	08/13/19-08/24/19
Jimenez, Laura	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Jones, Eric	BSI AHE Practicum	\$127.95	04/19/19-04/19/19
Kapp, Lindsay	Woman's Health Remediation Coord.	\$1,706.00	05/01/19-05/24/19
Kim, Robin	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Kunze-Thibeau, Lori	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Lee, Ken	OEI POCR Training, F19	\$2,000.00	08/13/19-08/24/19
Leppien-Christensen, Kris	Leading from the Middle Academy	\$350.64	10/24/19-10/26/19
Lotterman, Brad	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Luque, Jonathan	OEI POCR Training, F19	\$2,000.00	08/12/19-09/08/19
Luque, Jonathan	Teaching Pathways Faculty Presentor	\$175.32	08/19/19-12/19/19
Lynch, Stephanie	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Major, Nicole	OER/ZTC Coordinator, F19	\$2,191.50	08/12/19-12/02/19
Major, Nicole	OEI POCR Training, SU19	\$2,000.00	07/15/19-08/09/19
Major, Nicole	OEI POCR Reviewer, SU19	\$500.00	07/29/19-08/05/19
Metcalf, Tiffany	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Moinfair, Donna	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Myhren, Brett	OEI POCR Training	\$2,000.00	07/08/19-08/05/19

**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.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Myhren, Brett	OEI POCR Reviewer, SU19	\$500.00	07/29/19-08/05/19
Nelson, Terence	V-CAT Principle Investigator	\$3,174.00	05/28/19-08/16/19
Pakula, Jennifer	OEI POCR Lead Reviewer, SU19	\$1,500.00	07/29/19-08/09/19
Pakula, Jennifer	OEI POCR Coordinator, SU19	\$1,706.00	07/01/19-08/09/19
Pakula, Jennifer	OEI POCR Lead Review#4, SU19	\$500.00	08/05/19-08/12/19
Pakula, Jennifer	OER/ZTC Coordinator, F19	\$2,191.50	08/12/19-12/02/19
Quinlan, Emily	OEI POCR Training, SU19	\$2,000.00	07/08/19-08/05/19
Radden, Larry	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Schermerhorn, Brock	OEI POCR Training, SU19	\$2,000.00	07/08/19-08/05/19
Schermerhorn, Brock	OEI POCR Reviewer, SU19	\$1,000.00	07/29/19-08/05/19
Stankovich, Kim	OER/ZTC Speech Dept, SU19	\$75.00	07/25/19-07/25/19
Sundaram, Renuka	AEWD Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Tran, Lisa	Leading from the Middle Academy	\$350.64	10/24/19-10/26/19
Wadley, Jonathan	OEI POCR Training, F19	\$2,000.00	08/12/19-09/08/19
Ward, Robert	Promise Program/Math Jam	\$511.80	08/01/19-08/15/19
Zaino, Rebecca	BSI AHE Practicum	\$127.95	04/19/19-04/19/19

**Non-General Fund/SC Month to Date:**

**\$61,584.31**

**SC APPROVED FISCAL YEAR TO DATE:**

**\$107,496.74**

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

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

**ACTION:** Ratification

---

**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND**

1. No **Canvas Conversion** stipends were submitted for **Irvine Valley College**. Totals paid to date are shown for informational purposes only.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
September 23, 2019	IVC Canvas Conversion	-	
August 26, 2019	IVC Canvas Conversion	-	
July 15, 2019	IVC Canvas Conversion	1,000.00	
June 24, 2019	IVC Canvas Conversion	2,000.00	
May 20, 2019	IVC Canvas Conversion	-	
April 22, 2019	IVC Canvas Conversion	1,000.00	
March 25, 2019	IVC Canvas Conversion	1,000.00	
February 25, 2019	IVC Canvas Conversion	5,000.00	
January 22, 2019	IVC Canvas Conversion	13,000.00	
December 10, 2018	IVC Canvas Conversion	-	
November 19, 2018	IVC Canvas Conversion	-	
October 29, 2018	IVC Canvas Conversion	37,000.00	
September 24, 2018	IVC Canvas Conversion	17,000.00	
August 27, 2018	IVC Canvas Conversion	45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
<b>TOTAL TO DATE:</b>		<b>\$ 516,500.00</b>	

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018, 2018/2019 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Chatham, Lynne	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/10/18
<b>September 23, 2019</b>	<b>SC Canvas Conversion</b>	<b>\$ 1,000.00</b>	
<b>August 26, 2019</b>	<b>SC Canvas Conversion</b>	<b>13,000.00</b>	
<b>July 15, 2019</b>	<b>SC Canvas Conversion</b>	<b>2,000.00</b>	
<b>June 24, 2019</b>	<b>SC Canvas Conversion</b>	<b>11,000.00</b>	
<b>May 20, 2019</b>	<b>SC Canvas Conversion</b>	<b>36,500.00</b>	
<b>April 22, 2019</b>	<b>SC Canvas Conversion</b>	<b>4,000.00</b>	
<b>March 25, 2019</b>	<b>SC Canvas Conversion</b>	<b>60,000.00</b>	
<b>February 25, 2019</b>	<b>SC Canvas Conversion</b>	<b>49,500.00</b>	
<b>January 22, 2019</b>	<b>SC Canvas Conversion</b>	<b>41,000.00</b>	
<b>December 10, 2018</b>	<b>SC Canvas Conversion</b>	<b>14,000.00</b>	
<b>November 19, 2018</b>	<b>SC Canvas Conversion</b>	<b>20,000.00</b>	
<b>October 29, 2018</b>	<b>SC Canvas Conversion</b>	<b>190,500.00</b>	
<b>September 24, 2018</b>	<b>SC Canvas Conversion</b>	<b>56,500.00</b>	
<b>August 27, 2018</b>	<b>SC Canvas Conversion</b>	<b>184,000.00</b>	
<b>July 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>63,500.00</b>	
<b>June 25, 2018</b>	<b>SC Canvas Conversion</b>	<b>116,000.00</b>	
<b>May 21, 2018</b>	<b>SC Canvas Conversion</b>	<b>58,000.00</b>	
<b>April 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>73,000.00</b>	
<b>March 26, 2018</b>	<b>SC Canvas Conversion</b>	<b>177,000.00</b>	
<b>TOTAL TO DATE:</b>		<b>\$ 1,170,500.00</b>	

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Classified Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4000)
  - a. BERGH, KATHRYN is to be employed as Costume/Makeup Designer, Pos. #P0003318, Division of Fine Arts, Saddleback College. C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 3, 40 hours per week, 12 months per year, effective August 22, 2019.
  - b. CAMPBELL, IAN is to be employed as Laboratory Technician, Photography and Art, Pos. #P0007614, School of The Arts, Irvine Valley College. C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 2, 20 hours per week, 12 months per year, effective August 26, 2019.
  - c. WEBB, GEORGE is to be employed as Night Facilities Operations Supervisor; Pos. #P0004593; Facilities, Maintenance and Operations, Irvine Valley College. Academic Administrators and Classified Administrators/Managers Salary Schedule Range 8, Step 6; 40 hours per week; 12 months per year; effective August 27, 2019.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)**

1. DEPUTY SECTOR NAVIGATOR (DSN), ENERGY CONSTRUCTION AND UTILITIES (ECU), CATEGORICAL, a classified manager, Pos. #P0015122, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 17, Division of Business Sciences and Economic and Workforce Development, Saddleback College seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective February 28, 2019. Employment in this position is contingent upon funding by the Deputy Sector Navigator (DSN) Grant. This position was approved by the Chancellor on February 28, 2019.
2. TITLE IX INVESTIGATOR MANAGER, a classified manager, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 13, Student Services, Irvine Valley College seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective August 20, 2019. This position was approved by the Chancellor on August 20, 2019.
3. COLLEGE COMPLIANCE SUPPORT SPECIALIST, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Student Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective August 20, 2019. This position was approved by the Chancellor on August 20, 2019.
4. ELECTRICIAN, Pos. #P0016417, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, Electrical/Mechanical Maintenance, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective August 20, 2019. This position was approved by the Chancellor on August 20, 2019.

**D. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON (A) CLASSIFIED POSITION(S)**

1. LABORATORY TECHNICIAN, COMPUTERS, Pos. #P0004679, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, LRC Tutoring Center, Online Education and Learning Resources, Saddleback College, seeks authorization to increase the hours per week for this part-time, 27 hours per week, 12 months per year position, to full-time, 40 hours per week, 12 months per year, effective September 9, 2019. (Position #P0004679, is appointed to Farnaz Mohammadi, ID #010663)

**E. CHANGE OF STATUS**

1. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4000)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Luong, Katie	P0004485, Office Assistant	P0015219, Office Assistant	113/3	40	09/09/2019

**F. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION**

1. BAUTISTA, DAISY, ID #021992, Administrative Assistant, Categorically funded, Pos. #P0011293, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 3, 25 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.
2. CISTERNAS, CLAUDIA, ID #022275, Office Assistant, Categorically funded, Pos. #P0011546, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 25 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.
3. CORRALES, JAVIER, ID #005927, Program Coordinator (Categorical), Pos. #P0014542, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 134, Step 3, 40 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.
4. MADARIAGA BENAVIDES, MARCO, ID #018578, Counseling Office Assistant, Pos. #P0003238, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Step 2, 29 hours per week, 12 months per year, Career and Re-Entry Center, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)**

– Continued

5. LABORATORY TECHNICIAN, CONSUMER SCIENCES, CATEGORICAL, Pos. #P0016469, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Consumer and Family Resources, Division of Advanced Technology and Applied Sciences, Saddleback College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective August 27, 2019. Employment in this position is contingent upon funding by the Local Strong Workforce Grant. This position was approved by the Chancellor on August 27, 2019.
6. PROGRAM ASSISTANT, CATEGORICAL, Pos. #P0016427, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Adult English as a Second Language, English as a Second Language, School of Languages and Learning Resources, Irvine Valley College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective August 20, 2019. Employment in this position is contingent upon funding by the Student Success and Support Program (SSSP). This position was approved by the Chancellor on August 20, 2019.

**C. REORGANIZATION/RECLASSIFICATION**

1. SADDLEBACK COLLEGE seeks authorization to reorganize/reclassify, eliminate and replace with the following classified positions, within their organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.
  - a. **ELIMINATE** LABORATORY TECHNICIAN, LARIAT, Pos. #P0003362, Division of Liberal Arts, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 10 months per year;  
**REPLACE WITH** LABORATORY TECHNICIAN, JOURNALISM AND NEW MEDIA, Pos. #P0003362, Division of Liberal Arts, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, full-time, 40 hours per week, 10 months per year position, effective July 1, 2019. This position was approved by the Chancellor on May 28, 2019.
  - b. **ELIMINATE** FINE ARTS PUBLIC INFORMATION OFFICER, Pos. #P0003198, Division of Fine Arts, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, full-time, 40 hours per week, 12 months per year;  
**REPLACE WITH** PUBLIC RELATIONS AND MARKETING SPECIALIST, Pos. #P0003198, Public Information and Marketing, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 129, full-time, 40 hours per week, 12 months per year position, effective July 1, 2019. This position was approved by the Chancellor on June 25, 2019.
2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following management and/or staff position(s) within their organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment, from reporting to the Dean of Fine Arts and Media Technology, to begin reporting to the Director of Marketing and Communications.
  - a. Public Relations and Marketing Specialist, Pos. #P0003198 (Vacant)

**F. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION – Continued**

5. PRADO, FABIAN, ID #022565, Program Assistant (Categorical), Pos. #P0011294, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 3, 40 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.
6. SEMANIK, ERIKA, ID #022096, Office Assistant, Categorically Funded, Pos. #P0011545, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 25 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.
7. VAZQUEZ, OBDULIA, ID #022118, Laboratory Assistant, Categorically Funded, Pos. #P0011541, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 2, 19.5 hours per week, 12 months per year, Adult Education Administration, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective October 1, 2019.

**G. OUT OF CLASS ASSIGNMENTS – 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 employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Bolin, Christina	P0003883, Counseling Office Assistant	P0016284, Matriculation Specialist	123/1	40	09/09/2019

**H. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.**

1. IRVINE VALLEY COLLEGE **returned** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Vyrak, Vikyra	P0005003, Public Safety Assistant	P0016194, Police Services Specialist	113/7	40	08/20/2019

**H. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued**

2. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cope, Katelynn	P0003508, Financial Aid Specialist, Categorical	P0016061, Senior Financial Aid Specialist	125/4	40	08/12/2019

**I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Davila, Judy	Program Assistant/SC (39 Month EC 88117, 88127)	09/16/2019	N/A
Dubay, Stephen	System Manager, Computer/Network Operations Systems/DS	08/23/2019	N/A
Kostina, Ksenia	Program Assistant/SC	08/30/2019	N/A
White, Michelle	Research & Planning Analyst/IVC	08/05/2019	N/A

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

**ACTION:** Ratification

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### **BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

### **STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

- The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Bertolino, Christopher	Lab. Tech., Art/SC	24.39	08/15/19-06/30/20
Carr, Delores	Admin. Asst./SC	23.80	08/13/19-06/30/20
<sup>1</sup> Chavez, Vanessa	Office Asst./IVC	19.53	07/29/19-06/30/20
Faulkner, Richard	Lab. Tech., Life and Phys. Sci./IVC	24.42	08/15/19-06/30/20
Ochoa, Issai	Groundskeeper/SC	22.10	08/21/19-06/30/20
Roy, Matthew	Sr. Lab. Tech. Perf. Arts/IVC	29.75	07/30/19-06/30/20

- The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2019/2020** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Aguilar, Nathaniel	Outreach Aide/SC	14.50	08/15/19-06/30/20
Barkley, Nicholas	TMD Aide/IVC	20.00	08/15/19-06/30/20
Barry, Ashley	Child Dev. Aide/SC	16.50	08/05/19-06/30/20
Castello, Nicholas	Coaching Aide/IVC	25.00	08/20/19-06/30/20
Chabok, Milad	Project Specialist/SC	12.50	08/12/19-06/30/20
Chacon, Justine	Coaching Aide/SC	25.00	08/26/19-06/30/20
Cozzens, Brendon	Project Specialist/SC	12.50	08/12/19-06/30/20
Daniels-Norris, Kimberly	Project Specialist/SC	16.00	08/21/19-06/30/20
Ditommaso, Julianne	Project Specialist/SC	17.00	08/19/19-06/30/20
Eiteneer, Natalia	Child Dev. Spec./SC	24.39	08/20/19-06/30/20
Holmes, Jeffery	Project Specialist/SC	25.00	08/21/19-06/30/20
Holub, Hunter	Adapted Kines. Aide/SC	13.00	08/23/19-06/30/20
Jimenez, Bridger	Project Specialist/IVC	15.00	08/12/19-06/30/20
Lee, Eva	Coaching Aide/IVC	25.00	08/20/19-06/30/20
LeVander, Alison	Coaching Aide/SC	25.00	08/26/19-06/30/20
Lyles Reed, LaMaiyah	Project Specialist/IVC	17.50	08/15/19-06/30/20
Mendiola, Fabrizio	Coaching Aide/IVC	25.00	08/08/19-06/30/20
Miller, George	Project Specialist/IVC	23.00	08/13/19-06/30/20
Nava, Raquel	Project Specialist/SC	30.00	08/07/19-06/30/20
Oliva Herrera, Valia	Outreach Aide/SC	13.50	08/22/19-06/30/20
Palmer, Julian	Adapted Kines. Aide/SC	13.00	08/20/19-06/30/20

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<sup>1</sup> Related to Christian Chavez, Part-time Faculty, Counseling, Irvine Valley College and Jacqueline Chavez, Project Specialist, DSP&S, Irvine Valley College  
September 23, 2019

**A. NEW PERSONNEL APPOINTMENTS** - Continued

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2019/2020** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Perez, Denise	Outreach Asst./IVC	21.58	08/06/19-06/30/20
Ramos Jimenez, Kimberly	Project Specialist/SC	13.50	08/14/19-06/30/20
Rodriguez, Arturo	Outreach Aide/SC	14.00	08/15/19-06/30/20
Roman, Kaitlyn	Adapted Kines. Aide/SC	13.50	08/23/19-06/30/20
Schanderl-Richardson, Alexis	Coaching Aide/SC	25.00	08/26/19-06/30/20
<sup>2</sup> Schenitzki, Maxwell	Outreach Aide/SC	14.50	08/15/19-06/30/20
Stoker, Brandon	Coaching Aide/SC	25.00	08/26/19-06/30/20
Thomas, Brandon	Adapted Kines. Aide/SC	13.50	08/19/19-06/30/20
Williams, Elizabeth	Project Specialist/SC	15.00	08/26/19-06/30/20
Zaug, Kathleen	Child Dev. Spec./SC	24.42	08/05/19-06/30/20

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 **2019/2020** academic year.

<u>Name</u>	<u>Start/End Date</u>
Castrejon, Grecia	08/07/19-06/30/20
Estakhrian, Sanam	08/05/19-06/30/20
Hafey, Truth	08/21/19-06/30/20
Javanmardi, Fatemeh	08/13/19-06/30/20
Kamali, Kiana	08/05/19-06/30/20
Khaleel, Huda	08/22/19-06/30/20
Laack, Jessica	08/06/19-06/30/20
Lira, Lizbeth	08/19/19-06/30/20
Moradi, Sara	07/01/19-06/30/20
Osorio Hernandez, Javier	08/26/19-06/30/20
Pinchuk, Anatolii	08/19/19-06/30/20
Porter, Cameron	08/19/19-06/30/20
Wilson, Nathaniel	08/19/19-06/30/20

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College, Saddleback College and District Services, as defined in the California Education Code 88003, for the **2019/2020** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Amirkhalili, Mohammad	Tutor/IVC	12.50	08/16/19-06/30/20
Ayala, Noah	Clin. Skills Spec./SC	15.00	08/26/19-06/30/20
Bogdan, Amber	Tutor/SC	12.50	07/31/19-06/30/20

<sup>2</sup> Related to Lisa Schenitzki, Psychological Health Services Supervisor, Saddleback College  
September 23, 2019



**A. NEW PERSONNEL APPOINTMENTS** – Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert**, Irvine Valley College, Saddleback College and District Services, as defined in the California Education Code 88003, for the **2019/2020** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Burridge, Jeanette	Clin. Skills Spec./SC	30.00	08/19/19-06/30/20
Chau, Grace	Clin. Skills Spec./SC	30.00	08/19/19-06/30/20
Chen, Victor	Tutor/SC	13.50	08/05/19-06/30/20
Chen, Yuen	Tutor/IVC	12.50	08/12/19-06/30/20
Colditz, Keenan	Tutor/SC	14.00	08/05/19-06/30/20
Dade, Alexander	Tutor/SC	12.50	07/31/19-06/30/20
Doering, Katie	Med. Prof./SC	70.00	08/26/19-06/30/20
Gandhi, Sarayna	Tutor/SC	12.50	08/20/19-06/30/20
Garnica, Kevin	Tutor/SC	12.50	08/20/19-06/30/20
Gavin, Anthony	Tutor/SC	12.50	08/26/19-06/30/20
Hilton, Jacqueline	Tutor/SC	13.50	08/05/19-06/30/20
Hitch, Nathan	Tutor/SC	12.50	08/20/19-06/30/20
Ho, Pin Ju	Tutor/IVC	14.00	08/15/19-06/30/20
Jandali, Zackaria	Tutor/SC	12.50	08/20/19-06/30/20
Karimi Hashjin, Keivan	Tutor/IVC	13.00	08/26/19-06/30/20
Le, Renee	Tutor/SC	12.50	08/20/19-06/30/20
Lischer, Matthew	Tutor/SC	12.50	08/20/19-06/30/20
<sup>3</sup> Luschei, Savannah	Tutor/SC	14.00	07/17/19-06/30/20
Michelle, Jackson	Tutor/SC	12.50	07/31/19-06/30/20
Munro, Diana	Med. Prof./SC	35.00	08/26/19-06/30/20
Nett, Ryan	Comm. Ed. Trainer/SC	15.00	08/05/19-06/30/20
Nguyen, Michael	Tutor/SC	15.00	08/19/19-06/30/20
Nguyen, Tyler	Tutor/SC	12.50	07/31/19-06/30/20
Nguyen, Vivian	Tutor/SC	13.50	08/26/19-06/30/20
Reed, Katherine	Model/IVC	25.00	08/15/19-06/30/20
Schultheiss, Elyssa	Tutor/SC	12.50	07/16/19-06/30/20
Stubbs, Brian	Tutor/SC	13.00	08/19/19-06/30/20
Taghavi Dinani, Seyed	Tutor/SC	14.00	07/15/19-06/30/20
Vedae, Ramila	Tutor/SC	12.50	08/20/19-06/30/20
Zipstein, Roy	Tutor/IVC	12.50	08/16/19-06/30/20

<sup>3</sup> Related to Ashleigh Luschei, Tutor, Learning Resource Center, Saddleback College  
September 23, 2019



**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** SOCCCD: 2020 Teachers of the Year Recognition Ceremony

**ACTION:** Information

---

### **BACKGROUND**

The California Department of Education (CDE) invites county offices of education, school districts, charter schools, professional organizations and private schools statewide to participate annually in the California Teachers of the Year Program. Established in 1972, the overall purpose of the California Teachers of the Year Program is to pay tribute to California's teaching force, the complexity of challenges that confront our schools, and the need to promote collaboration and teamwork to meet those challenges. In doing so, the program brings deserved recognition to the members of the teaching profession in California.

The Orange County Teachers of the Year (TOTY) program provides recognition for outstanding teachers in Orange County. The goal of the program is to bring recognition to educators and to pay tribute to individuals who provide exemplary service. The program highlights educational innovation, student learning, and the rewards of teaching. Candidates are honored at an annual recognition ceremony hosted by the program sponsors.

### **STATUS**

The 2020 Teachers of the Year Recognition Ceremony will be held on Friday, November 1, 2019 at the Disneyland Hotel in Anaheim. The South Orange County Community College District has received ten complimentary invitations for district and college representatives to honor the candidates for their outstanding efforts in promoting student success. The Orange County Department of Education has returned to its prior practice of honoring one nominee per accredited college.

The district nominees being honored at the recognition ceremony are Michael Hoggatt, Learning Disabilities Instructor from Saddleback College and Benjamin Mis, Psychology Instructor from Irvine Valley College.

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Staff Response to Public Comments from the Previous Board Meeting

**ACTION:** Information

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### **BACKGROUND**

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

### **STATUS**

A public comment response from staff was not requested during last month's board meeting.

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Saddleback College and Irvine Valley College: Speakers

**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and  
Dr. Glenn R. Roquemore, President, Irvine Valley College*

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
8/22/2019 6:30pm – 8:00 pm	BGS 104	Marc Martinez	FASH 136 Apparel Design	Suzanne Williamson	Working in the Fashion Industry as the Senior Designer from O'Neill
9/10/2019 1:00pm – 3:50 pm	HS 105	Christina Jones	HS 187 Juvenile Violence, Gangs and Victimization	Mike Fell	Victims' Rights
9/11/2019 7:00 pm – 9:50 pm	HS 105	Mia Ferreira	HS 174 Case Administration, Crisis Intervention and Referral	Sergeant Jason Farris	Crisis Intervention from a Law Enforcement Perspective
9/11/2019 12:30 pm – 1:30 pm	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Sandy Craig	Interior Design Career
9/19/2019 12:00 pm – 1:15 pm	BGS 235	Kendrick Kim	BUS 1 Intro to Business	Angie Weeks Jessica Siguenza	Entrepreneurship
9/19/2019 12:30 pm – 3:35 pm	HS 105	Christina Jones	HS 119 Intro to Criminal Justice	Craig Cazares	Career Path, Professional
10/2/2019 7:00 pm – 9:50 pm	HS 105	Mia Ferreira	HS 174 Case Administration, Crisis Intervention and Referral	Nishtha Mohendra, MSW	Crisis Intervention and Case Management in DV
10/4/2019 9:00 am – 2:30 pm	Newport Beach	Emily Maynard	CCC Real Estate Education	Eileen Brewster	CA Dept. of Real Estate License & Regulatory Updates
10/4/2019 9:00 am – 2:30 pm	Newport Beach	Emily Maynard	CCC Real Estate Education	Edwin Estes, Jr. Esq.	CA Real Estate Law
10/16/2019 7:00 pm – 9:50 pm	HS 105	Mia Ferreira	HS 174 Case Administration, Crisis Intervention and Referral	Carol Eastman, MSW	Crisis Intervention and Cae Management in Homelessness Services
10/30/2019 7:00 pm – 9:50 pm	HS 105	Mia Ferreira	HS 174 Case Administration, Crisis Intervention and Referral	Kay Ostenson, PhD	Crisis Intervention During Community Disaster and Trauma
11/6/2019 7:00 pm – 9:50 pm	HS 105	Mia Ferreira	HS 174 Case Administration, Crisis Intervention and Referral	Andrew Fredriksz, MFT	Crisis Intervention with Youth around LGBTQ Identity and Other Bullying Issues

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
9/11/19 2:00pm	SSC 230	Amanda Romero Cindy Voss	Career Chat	Karen L. Ko	Hybrid Finance/Accounting Sales Role
9/11/19 2:00pm	SSC 230	Amanda Romero Cindy Voss	Career Chat	Don Voss	Sales Marketing & Finance/Accounting; Sharing Sales Approach

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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### **BACKGROUND**

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

### **STATUS**

EXHIBIT A provides an up-to-date report on the status of major capital projects.



## FACILITIES PLAN STATUS REPORT

September 23, 2019

### CAPITAL IMPROVEMENT PLANNING

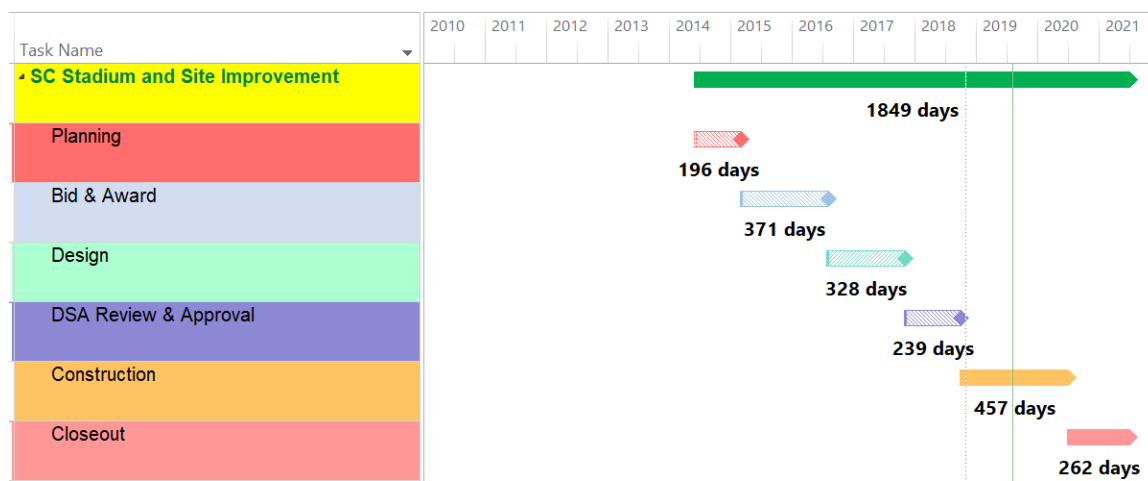
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The District is in the process of developing a new Education Master and Strategic Plan (EMSP) along with a new Facilities Master Plan. We anticipate these to be complete by the end of this fiscal year. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

### SADDLEBACK COLLEGE

#### 1. STADIUM AND SITE IMPROVEMENT

**Project Description:** The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Jun 2020*
Complete Working Drawings	Nov 2017	Advertise for FF&E	Oct 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



\*Contractor has not provided a compliant schedule. Bleacher subcontractor challenges are expected to impact projected completion. This date remains in question.

Budget Narrative: Budget reflects Board action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M), Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015, the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Construction Phase: Project is 45% complete.

In Progress: Working with the County of Orange regarding their storm-drain outfall design comments, *sub-field drainage at practice fields, site concrete beneath bleachers, site irrigation, installation of electrical switchgear, offsite roof truss fabrication, offsite fabrication of modular elevator and bleacher installation.*

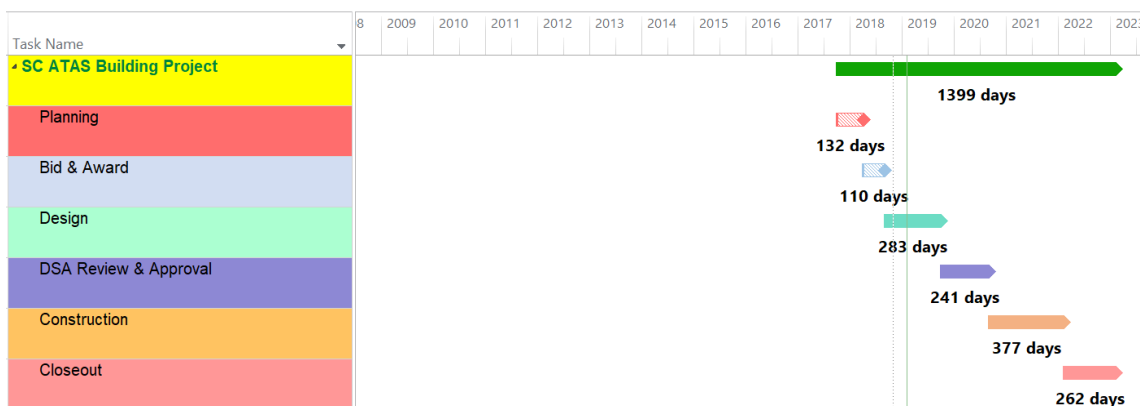
Recently Completed: *First delivery of home side bleacher steel, installation of turf wash-down system at practice fields, application of anti-graffiti coating on exterior concrete masonry unit (CMU) walls, and soil import at Throwers' Park.*

Focus: Meet with PCL executive team. Arrive at contract compliant schedule. Review contractor's change order requests and claims; conduct weekly meetings to discuss these.

## 2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A 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



**Budget Narrative:** In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

**Status:** *DSA Review Phase* for the ATAS Building project and the new Tennis Courts Center. *Schematic Design Phase* for the New Connector Road & Parking Lot 5-B.

**In Progress:** *Respond to DSA review comments on the new Tennis Courts Center. Address Moulton Niguel Water District review comments on the ATAS Building construction documents. Schedule a design workshop with Saddleback College FMO, IT, Campus Police & Athletics Department for the New Connector Road & Parking Lot 5-B.*

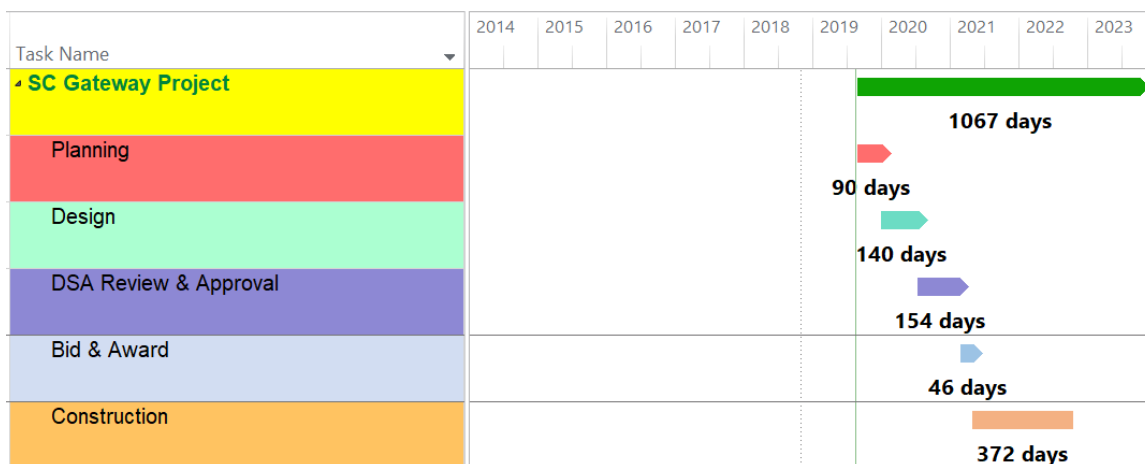
**Recently Completed:** *Program validation phase for the New Connector Road & Parking Lot 5-B. Issued Environmental Impact Report to address connector road, parking, and added tennis courts. Received Moulton Niguel Water District final approval on Tennis Courts Center irrigation & landscaping construction document. Preliminary DSA meeting for the New Connector Road project.*

Focus Issue: Finalize New Connector Road & Parking Lot 5-B *Schematic Design phase*, obtain stakeholders sign-off, and *re-submit Tennis Courts Center to DSA for back-check & final approval*.

### 3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jul 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017 and 4/22/2019. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April 22, 2019, the Board approved the funding allocation of \$6,599,180.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$ 8,736,000	\$51,603,000
District Funding Commitment:	\$12,814,000	\$13,444,000	\$26,258,000
State Match:	\$30,053,000	\$(4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$24,712,885	\$26,258,000

Status: Program Validation & *Schematic Design Phase* (Preliminary Plans).

In Progress: *Design kick-off and program validation meetings with Gateway Building user groups.*

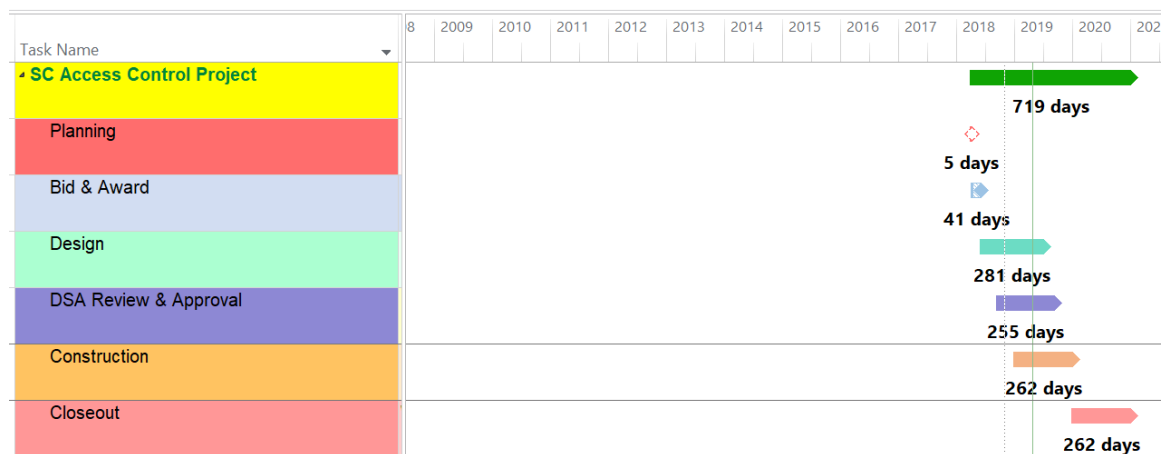
Recently Completed: Staff received and evaluated *Geotechnical & Special Inspection* Services proposals from *six* firms. Recommendation for award presented at this Board meeting. *Kick-off and visioning sessions with Saddleback College Executive Cabinet and Gateway Building deans.*

Focus: *Complete Program Validation Phase, schedule user groups meetings, visioning sessions, and perform geotechnical investigation and topographic survey at the jobsite.*

#### 4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Campus Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Jul 2019	FF&E	N/A
DSA Final Approval	Jul 2019	DSA Close Out	Pending



Budget Narrative: 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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Phased Project: Increment 2 construction, including the BGS and SSC buildings, is underway. Increment 3 construction, including the LRC, AGB, and HS buildings began July 29. Increment 5 approved at DSA, and Increment 6 *approved at DSA*.

In Progress: Increment 2 and 3 construction is underway.

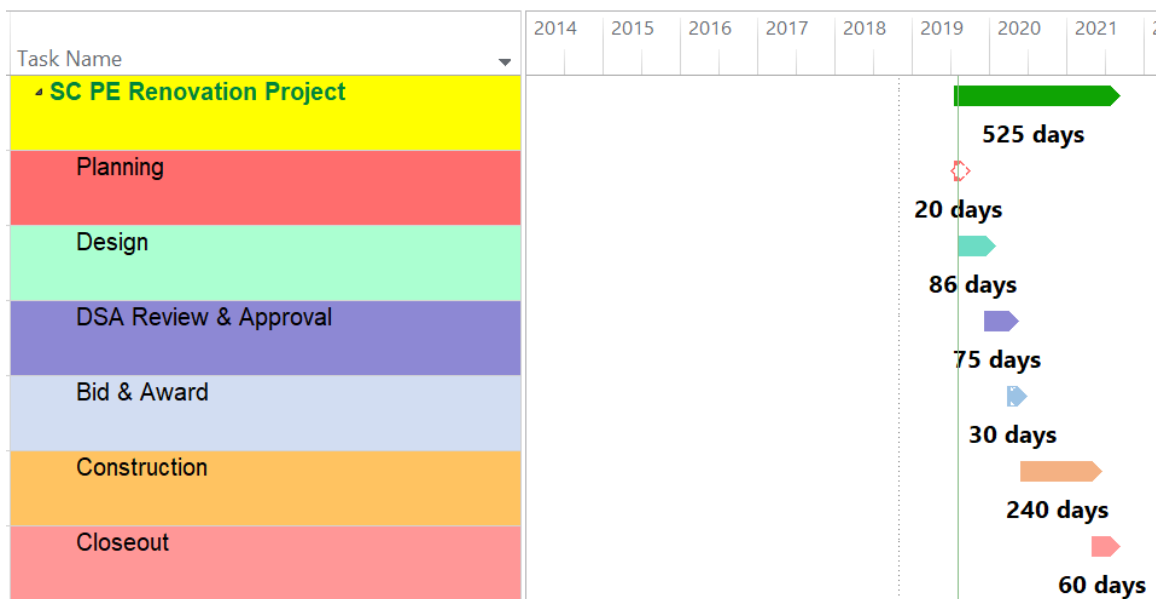
Recently Completed: Increment 2 Electrical/data backbone completed. Increment 3 electrical/data rough-in started. Increment 4 procurement is complete.

Focus: Increment 2, 3, and 4 construction.

## 5. PE RENOVATION

Project Description: 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	<b>Jul 2019</b>	Award Construction Contract	May 2020
Start Working Drawings	<b>Aug 2019</b>	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	Nov 2020
DSA Final Approval	Mar 2020	DSA Close Out	Pending



**Budget Narrative:** 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>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$0	\$3,400,000
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$0	\$ 800,000
Anticipated State Match:	N/A		

**Status:** Design Phase.

**In Progress:** *Design Development phase is underway.*

**Recently Completed:** *Schematic Design is complete with sign off by Faculty and College Executive Board.*

**Focus:** *Design meetings with user group.*

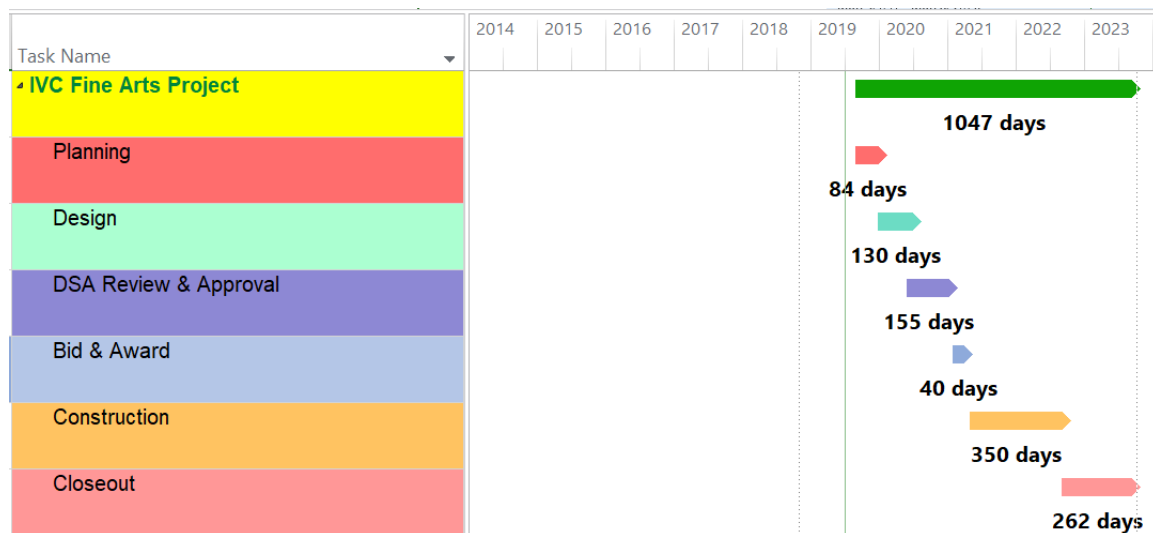
## IRVINE VALLEY COLLEGE

### 1. FINE ARTS PROJECT

**Project Description:** The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and

expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Dec 2019	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, and 4/22/2019. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,764,278	\$ 9,318,722	\$45,083,000
District Funding Commitment:	\$10,623,278	\$11,998,000	\$22,621,278
State Match:	\$25,141,000	\$(-2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$22,560,000	\$22,621,278

**Status:** Program Validation and Schematic Design Phase (Preliminary Plans).

**In Progress:** Program validation and schematic design meetings with user group.

**Recently Completed:** Award of design services agreement. Design kick-off meeting. Receipt and proposals for Geotechnical and Special Inspection & Testing services. Evaluation of proposals for Geotechnical and Special Inspection & Testing services.

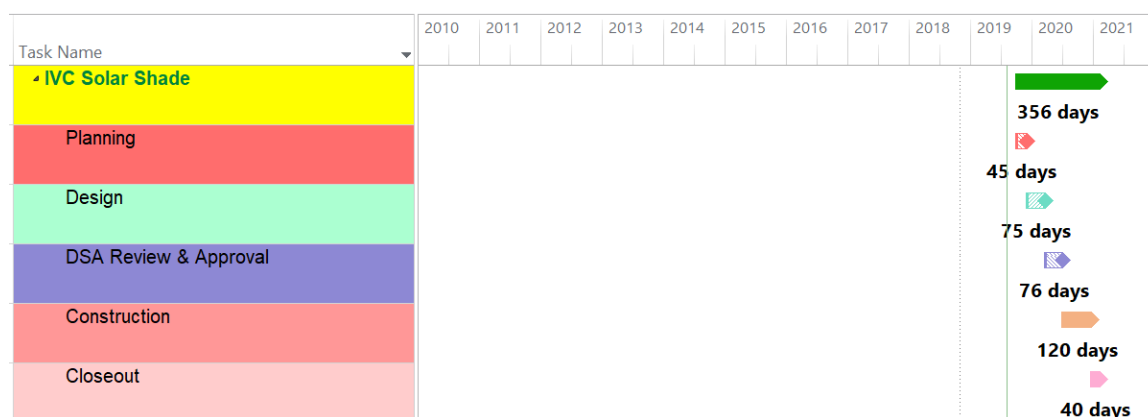


Focus: Continue development of Preliminary Plans.

## 2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Oct 2019	Begin construction	Jul 2020
Start Working Drawings	Dec 2019	Complete Construction	Dec 2020
Complete Working Drawings	Mar 2020	Advertise for FF&E	N/A
DSA Final Approval	Jun 2020	DSA Close Out	Feb 2021



Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: Solar Shade procurement.

In Progress: Develop Request for Proposals for the Solar Shade project.

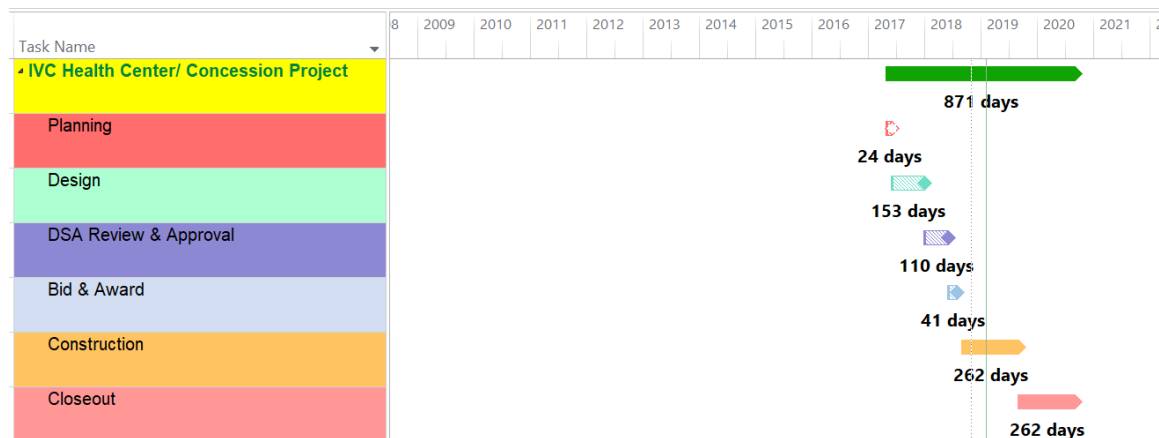
Recently Completed: Battery Energy Storage System Commercial Operation and start of ten-year energy services agreement, commenced on August 17, 2019.

Focus: Issue Solar Shade RFQ&P.

### 3. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one-story building with an estimated 2,214 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Oct 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Jun 2019
DSA Final Approval	Jun 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase: Project is approximately 86% complete.

In Progress: Interior flooring, HVAC pre-commissioning activities, bleacher on-site assembly, irrigation and site concrete.

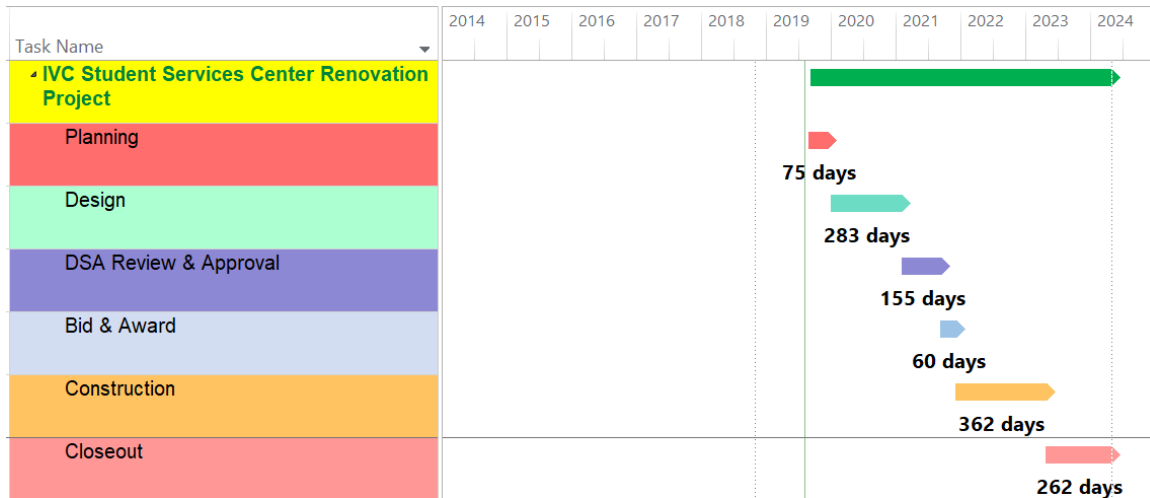
Recently Completed: Bleacher fabrication and delivery, exterior siding, HVAC start-up.

Focus: Complete site concrete, bleacher assembly, HVAC and lighting controls, commissioning, irrigation and landscaping.

#### 4. STUDENT SERVICES CENTER RENOVATION

Project Description: This project will renovate the 30,558 gross square feet (GSF) Student Services Center to correct structural issues, address programming needs, renovate the food service area, replace skylight, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. In the programming phase, staff will work with the college to evaluate the feasibility for an alternate solution to demolish and reconstruct the building.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Dec 2021
Start Working Drawings	Jan 2020	Complete Construction	May 2023
Complete Working Drawings	Feb 2021	Advertise for Equipment	Aug 2022
DSA Final Approval	Sep 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 4/22/2019. On April 22, 2019, the Board approved \$23,850,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$48,300,000	\$0	\$48,300,000
District Funding Commitment:	\$48,300,000	\$0	\$48,300,000
Anticipated State Match:	\$N/A		
Basic Aid Allocation:	\$23,850,000	\$0	\$23,850,000

Status: Design Phase.

In Progress: *Programming meetings with College underway.*

Recently Completed: *Design kick-off meeting with College Executive Team.*

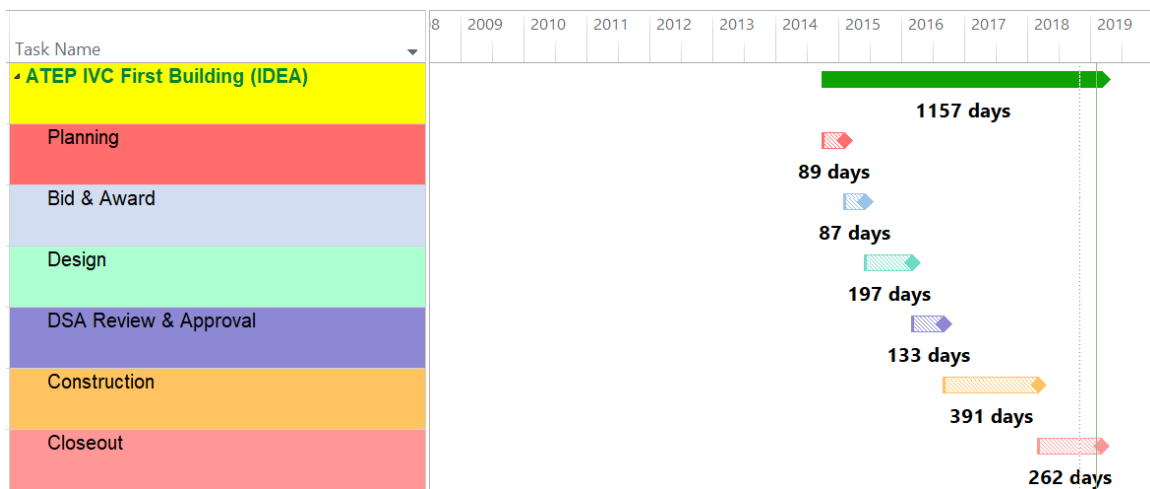
Focus: *Complete programming and evaluate feasibility for alternate design solution.*

## ATEP

### 1. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kW of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018



Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the

Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

Status: Project Close out.

In Progress: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). Coordinate warranty related items with contractor. Working with contractor to address warranty items.

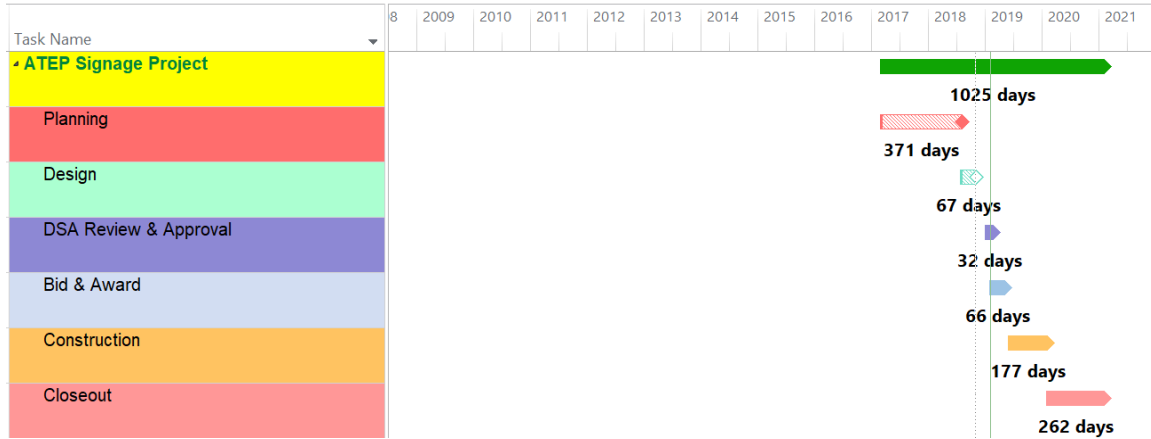
Recently Completed: Staff met with end users to identify first year discovery items. Installation of SCE compliant inverters for photovoltaic system.

Focus: Obtain photovoltaic interconnect agreement with utility agency allowing system to “go live”. Working on getting battery storage system connected to the photovoltaic system. Continue discussions with contractor to address end users’ first-year discovery warranty items.

## 2. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	<b>Mar 2017</b>	Award Construction Contract	<i>Nov 2019</i>
Start Working Drawings	<b>Aug 2018</b>	Complete Construction	<i>May 2020</i>
Complete Working Drawings	<b>Apr 2019</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Aug 2019</b>	DSA Close Out	<i>June 2020</i>



**Budget Narrative:** Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

**Status:** Design Phase.

**In Progress:** *Finalize preparation of bid documents.*

**Recently Completed:** *DSA approved plans.*

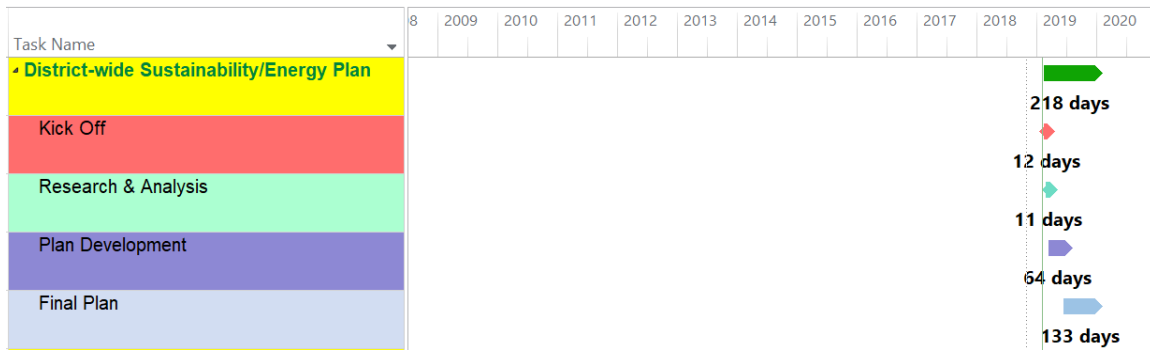
**Focus:** *Advertise bid in September and bring it to the board for approval in November.*

## DISTRICT WIDE

### 1. SUSTAINABILITY/ ENERGY PLAN

**Project Description:** The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, provides best practices, aids with energy savings programs, and recommends various sustainability projects. The project has two phases, the first developed building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process.

Kick Off, Phase II	Mar 2019	Start Plan Development	Aug 2019
Start Research/Analysis	Mar 2019	Complete Plan	Oct 2019
Complete Research/Analysis	Aug 2019	Final Plan, Phase II	Dec 2019



**Budget Narrative:** Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

**Status:** Research and Analysis Phase: 85% complete.

**In Progress:** *Prepare draft of Integrated Energy Master Plan (IEMP) for District review.*

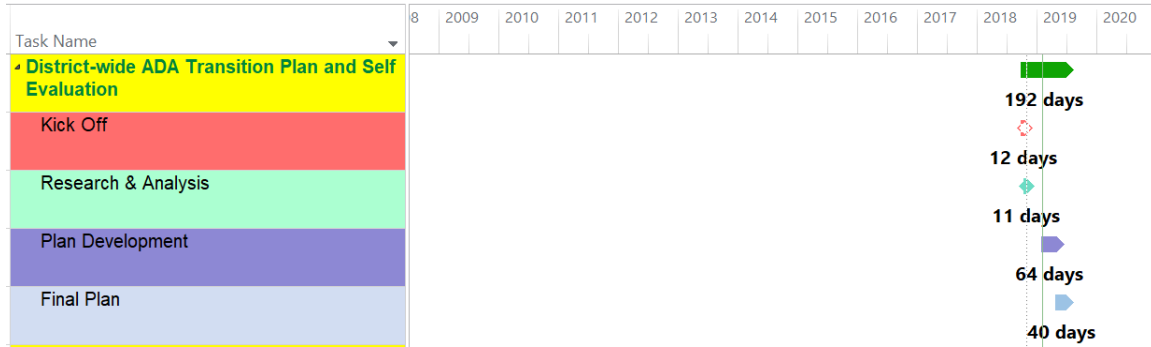
**Recently Completed:** Modeling of energy usage by building at *Saddleback College*.

**Focus:** *Completion of draft IEMP.*

## 2. ADA TRANSITION PLAN AND SELF EVALUATION

**Project Description:** The ADA Transition Plan project audited District-wide access compliance and prioritized, budgeted and scheduled the District's Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Plan Development	Feb 2019
Start Research/Analysis	Nov 2018	Draft Plan	May 2019
Complete Research/Analysis	Jan 2019	Final Plan	Oct 2019



**Budget Narrative:** Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

**Status:** Phase II Plan Development underway.

**In Progress:** Draft report and recommendations are under review.

**Recently Completed:** *Report has been revised and returned to the District for review.*

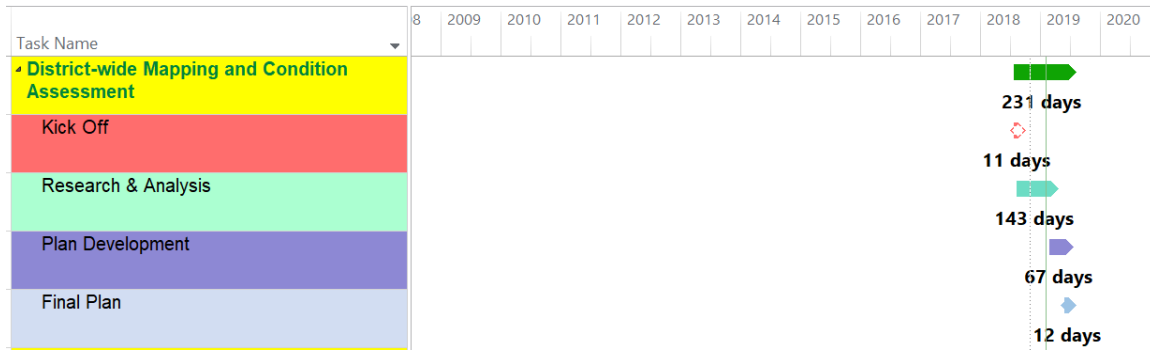
**Focus:** Complete final plan for district-wide review.

### 3. MAPPING AND CONDITION ASSESSMENT

**Project Description:** This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final Plan	Oct 2019





**Budget Narrative:** Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

**Status:** Phase Four (*Final Deliverables Review*) at Irvine Valley College. Phase Four (Final Deliverables) at Saddleback College.

**In Progress:** *Finalize Saddleback College Acreage Exhibit, initiate IVC Acreage Exhibit and finalize the Condition Assessment & Capacity Analysis report for IVC.*

**Recently Completed:** *Received Saddleback College approval on the draft Acreage Exhibit.*

**Focus:** Continue review of Condition Assessment & Capacity Analysis Report with IVC's FMO, IT and Campus Police. Present final project deliverables to IVC's Executive Cabinet and *complete IVC Acreage Exhibit.*

## GENERAL NOTES

- Project updates for active projects may be viewed at:  
<http://www.socccd.edu/businessservices/ProjectUpdates.html>
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has

changed from the original project approvals to current date. The “Revisions” column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.

- The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** |SOCCCD: Monthly Financial Status Report |

**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A and EXHIBIT B) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through July 31, 2019 and August 31, 2019 (EXHIBIT A and EXHIBIT B). A review of current revenues and expenditures for FY 2019-2020 show they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Unrestricted General Fund Income and Expenditure Summary

As of July 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 77,459,498</b>	<b>\$ 77,459,498</b>	<b>\$ 77,459,498</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 161,922,903	\$ 161,922,903	\$ 7,200,821	4.45%
Basic Aid		86,327,097	86,327,097	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	19,311,977	19,311,977	269,887	1.40%
Other Local Sources	8800-8899	19,276,659	19,276,659	6,183,163	32.08%
Total Revenue		286,838,636	286,838,636	13,653,871	4.76%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 195,000	\$ 195,000	\$ -	0.00%
Incoming Transfers	8980-8989	8,786,000	8,786,000	-	0.00%
Total Other Sources		8,981,000	8,981,000	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>295,819,636</b>	<b>295,819,636</b>	<b>13,653,871</b>	4.62%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 88,204,673	\$ 88,229,684	\$ 2,395,470	2.72%
Classified Salaries	2000-2999	47,775,711	47,775,711	10,022	0.02%
Employee Benefits	3000-3999	62,861,316	62,866,305	3,956,614	6.29%
Supplies & Materials	4000-4999	2,250,909	2,253,109	129,514	5.75%
Services & Other Operating	5000-5999	21,178,275	21,146,075	2,582,602	12.21%
Capital Outlay	6000-6999	1,060,782	1,060,782	32,072	3.02%
Total Expenditures		223,331,666	223,331,666	9,106,294	4.08%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 819,721	\$ 819,721	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	91,000,966	91,000,966	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		91,820,687	91,820,687	-	0.00%
<b>TOTAL USES OF FUNDS</b>		<b>315,152,353</b>	<b>315,152,353</b>	<b>9,106,294</b>	2.89%
<b>SURPLUS / (DEFICIT)</b>		<b>(19,332,717)</b>	<b>(19,332,717)</b>	<b>4,547,577</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 58,126,781</b>	<b>\$ 58,126,781</b>	<b>\$ 82,007,075</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 33,469,676	\$ 33,469,676		
Reserve for Unrealized Tax Collections (Basic Aid)		17,145,419	17,145,419		
Nondesignated Ending Balance		7,511,686	7,511,686		
		\$ -	\$ -		

NOTE: As of July 31, 2018 actual revenues to date were **3.96%** and actual expenditures to date were **3.26%** of the revised budget to date.

**SADDLEBACK COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of July 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 12,551,485</b>	<b>\$ 12,551,485</b>	<b>\$ 12,551,485</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 89,535,410	\$ 89,535,410	\$ 2,597,093	2.90%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	6,753,131	6,753,131	162,040	2.40%
Other Local Sources	8800-8899	8,110,540	8,110,540	2,646,095	32.63%
Total Revenue		104,399,081	104,399,081	5,405,228	5.18%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 117,081	\$ 117,081	\$ -	0.00%
Incoming Transfers	8980-8989	5,147,000	5,147,000	-	0.00%
Total Other Sources		5,264,081	5,264,081	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>109,663,162</b>	<b>109,663,162</b>	<b>5,405,228</b>	<b>4.93%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 51,281,306	\$ 51,281,306	\$ 1,787,620	3.49%
Classified Salaries	2000-2999	22,154,124	22,154,124	-	0.00%
Employee Benefits	3000-3999	28,596,060	28,596,060	2,218,161	7.76%
Supplies & Materials	4000-4999	1,226,610	1,228,810	97,332	7.92%
Services & Other Operating	5000-5999	8,694,544	8,692,344	639,088	7.35%
Capital Outlay	6000-6999	872,282	872,282	27,677	3.17%
Total Expenditures		112,824,926	112,824,926	4,769,878	4.23%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 389,721	\$ 389,721	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		389,721	389,721	-	0.00%
<b>TOTAL USES OF FUNDS</b>		<b>113,214,647</b>	<b>113,214,647</b>	<b>4,769,878</b>	<b>4.21%</b>
<b>SURPLUS / (DEFICIT)</b>		<b>(3,551,485)</b>	<b>(3,551,485)</b>	<b>635,350</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 9,000,000</b>	<b>\$ 9,000,000</b>	<b>\$ 13,186,835</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 9,000,000	\$ 9,000,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of July 31, 2018 actual revenues to date were **3.55%** and actual expenditures to date were **4.38%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of July 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 4,953,550</b>	<b>\$ 4,953,550</b>	<b>\$ 4,953,550</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 58,103,728	\$ 58,103,728	\$ 1,685,376	2.90%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	4,494,323	4,494,323	107,847	2.40%
Other Local Sources	8800-8899	11,166,119	11,166,119	3,537,000	31.68%
Total Revenue		73,764,170	73,764,170	5,330,223	7.23%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 77,919	\$ 77,919	\$ -	0.00%
Incoming Transfers	8980-8989	2,799,000	2,799,000	-	0.00%
Total Other Sources		2,876,919	2,876,919	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>76,641,089</b>	<b>76,641,089</b>	<b>5,330,223</b>	<b>6.95%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,313,128	\$ 33,338,139	\$ 1,025,077	3.07%
Classified Salaries	2000-2999	14,987,798	14,987,798	4,418	0.03%
Employee Benefits	3000-3999	19,862,355	19,867,344	1,406,994	7.08%
Supplies & Materials	4000-4999	908,249	908,249	27,036	2.98%
Services & Other Operating	5000-5999	5,932,609	5,902,609	191,104	3.24%
Capital Outlay	6000-6999	90,500	90,500	4,198	4.64%
Total Expenditures		75,094,639	75,094,639	2,658,827	3.54%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		-	-	-	0.00%
<b>TOTAL USES OF FUNDS</b>		<b>75,094,639</b>	<b>75,094,639</b>	<b>2,658,827</b>	<b>3.54%</b>
<b>SURPLUS / (DEFICIT)</b>		<b>1,546,450</b>	<b>1,546,450</b>	<b>2,671,396</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 7,624,946</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 6,500,000	\$ 6,500,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<b>\$ -</b>	<b>\$ -</b>		

NOTE: As of July 31, 2018 actual revenues to date were **6.23%** and actual expenditures to date were **4.07%** of the revised budget to date.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
Unrestricted General Fund Income and Expenditure Summary  
As of August 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 77,459,498</b>	<b>\$ 77,459,498</b>	<b>\$ 77,459,498</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 161,922,903	\$ 161,922,903	\$ 7,303,457	4.51%
Basic Aid		86,327,097	86,327,097	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	19,311,977	19,311,977	269,887	1.40%
Other Local Sources	8800-8899	19,276,659	19,276,659	6,455,104	33.49%
Total Revenue		286,838,636	286,838,636	14,028,448	4.89%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 195,000	\$ 195,000	\$ -	0.00%
Incoming Transfers	8980-8989	8,786,000	8,786,000	-	0.00%
Total Other Sources		8,981,000	8,981,000	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>295,819,636</b>	<b>295,819,636</b>	<b>14,028,448</b>	4.74%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 88,204,673	\$ 88,229,684	\$ 10,122,112	11.47%
Classified Salaries	2000-2999	47,775,711	47,775,711	3,636,374	7.61%
Employee Benefits	3000-3999	62,861,316	62,866,305	7,736,095	12.31%
Supplies & Materials	4000-4999	2,250,909	2,253,258	267,920	11.89%
Services & Other Operating	5000-5999	21,178,275	21,145,926	3,921,222	18.54%
Capital Outlay	6000-6999	1,060,782	1,060,782	61,130	5.76%
Total Expenditures		223,331,666	223,331,666	25,744,853	11.53%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 819,721	\$ 819,721	\$ 389,721	47.54%
Basic Aid Transfers Out	7300-7399	91,000,966	91,000,966	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		91,820,687	91,820,687	389,721.00	0.42%
<b>TOTAL USES OF FUNDS</b>		<b>315,152,353</b>	<b>315,152,353</b>	<b>26,134,574</b>	8.29%
<b>SURPLUS / (DEFICIT)</b>		<b>(19,332,717)</b>	<b>(19,332,717)</b>	<b>(12,106,126)</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 58,126,781</b>	<b>\$ 58,126,781</b>	<b>\$ 65,353,372</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 33,469,676	\$ 33,469,676		
Reserve for Unrealized Tax Collections (Basic Aid)		17,145,419	17,145,419		
Nondesignated Ending Balance		7,511,686	7,511,686		
		\$ -	\$ -		

NOTE: As of August 31, 2018 actual revenues to date were **5.75%** and actual expenditures to date were **8.90%** of the revised budget to date.

**SADDLEBACK COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of August 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 12,551,485</b>	<b>\$ 12,551,485</b>	<b>\$ 12,551,485</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 89,535,410	\$ 89,535,410	\$ 2,634,111	2.94%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	6,753,131	6,753,131	162,040	2.40%
Other Local Sources	8800-8899	8,110,540	8,110,540	2,814,355	34.70%
Total Revenue		104,399,081	104,399,081	5,610,506	5.37%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 117,081	\$ 117,081	\$ -	0.00%
Incoming Transfers	8980-8989	5,147,000	5,147,000	-	0.00%
Total Other Sources		5,264,081	5,264,081	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>109,663,162</b>	<b>109,663,162</b>	<b>5,610,506</b>	5.12%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 51,281,306	\$ 51,281,306	\$ 6,296,582	12.28%
Classified Salaries	2000-2999	22,154,124	22,154,124	1,689,250	7.62%
Employee Benefits	3000-3999	28,596,060	28,596,060	3,515,892	12.30%
Supplies & Materials	4000-4999	1,226,610	1,228,959	176,043	14.32%
Services & Other Operating	5000-5999	8,694,544	8,692,195	1,253,639	14.42%
Capital Outlay	6000-6999	872,282	872,282	48,166	5.52%
Total Expenditures		112,824,926	112,824,926	12,979,572	11.50%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 389,721	\$ 389,721	\$ 389,721	100.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		389,721	389,721	389,721	100.00%
<b>TOTAL USES OF FUNDS</b>		<b>113,214,647</b>	<b>113,214,647</b>	<b>13,369,293</b>	11.81%
<b>SURPLUS / (DEFICIT)</b>		<b>(3,551,485)</b>	<b>(3,551,485)</b>	<b>(7,758,787)</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 9,000,000</b>	<b>\$ 9,000,000</b>	<b>\$ 4,792,698</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 9,000,000	\$ 9,000,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of August 31, 2018 actual revenues to date were **5.94%** and actual expenditures to date were **12.47%** of the revised budget to date.



**IRVINE VALLEY COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of August 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 4,953,550</b>	<b>\$ 4,953,550</b>	<b>\$ 4,953,550</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 58,103,728	\$ 58,103,728	\$ 1,709,398	2.94%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	4,494,323	4,494,323	107,847	2.40%
Other Local Sources	8800-8899	11,166,119	11,166,119	3,630,565	32.51%
Total Revenue		73,764,170	73,764,170	5,447,810	7.39%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 77,919	\$ 77,919	\$ -	0.00%
Incoming Transfers	8980-8989	2,799,000	2,799,000	-	0.00%
Total Other Sources		2,876,919	2,876,919	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>76,641,089</b>	<b>76,641,089</b>	<b>5,447,810</b>	7.11%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,313,128	\$ 33,338,139	\$ 3,657,757	10.97%
Classified Salaries	2000-2999	14,987,798	14,987,798	1,090,159	7.27%
Employee Benefits	3000-3999	19,862,355	19,867,344	2,210,772	11.13%
Supplies & Materials	4000-4999	908,249	908,249	82,686	9.10%
Services & Other Operating	5000-5999	5,932,609	5,902,609	583,936	9.89%
Capital Outlay	6000-6999	90,500	90,500	11,787	13.02%
Total Expenditures		75,094,639	75,094,639	7,637,097	10.17%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		-	-	-	0.00%
<b>TOTAL USES OF FUNDS</b>		<b>75,094,639</b>	<b>75,094,639</b>	<b>7,637,097</b>	10.17%
<b>SURPLUS / (DEFICIT)</b>		<b>1,546,450</b>	<b>1,546,450</b>	<b>(2,189,287)</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 6,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 2,764,263</b>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 6,500,000	\$ 6,500,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<b>\$ -</b>	<b>\$ -</b>		

NOTE: As of August 31, 2018 actual revenues to date were **8.79%** and actual expenditures to date were **11.80%** of the revised budget to date.

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** Retiree (OPEB) Trust Fund  
**ACTION:** Information

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**BACKGROUND**

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

**STATUS**

This report is for the period ending July 31, 2019 (EXHIBIT A).

For July, the portfolio was composed of 45.2% common stocks (domestic and international) and 54.8% fixed funds (bonds). The portfolio's performance increased 0.24%, ending with a fair market value of \$123,449,353 and an annualized return of 5.63% since inception.

August 13, 2019

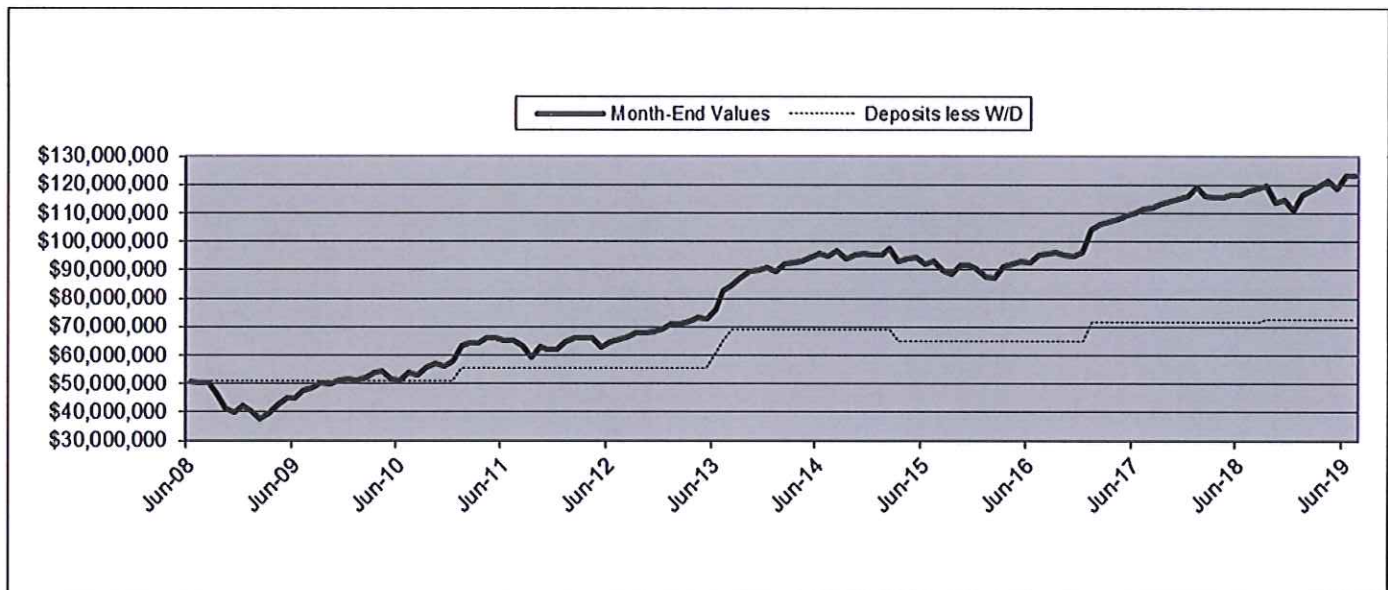
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

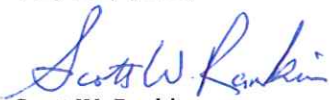
With a fair market value on July 31st of \$123,449,352.73 your portfolio's performance was up 0.24% for the month and up 5.63% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (45.2%) and fixed income funds (54.8%). It was designed to be invested over a long time frame. Total deposits in the amount of \$76,729,695.11 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>July 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.24%	11.28%	5.63% annualized return
S&P 500	1.44%	20.25%	10.26% (Domestic Stocks)
MSCI EAFE	-1.27%	12.58%	2.54% (International stocks)
Barclays Aggregate	0.22%	6.36%	4.09% (Domestic Bonds)
Barclays Global	-0.28%	5.26%	2.82% (Global Bonds)



Very truly yours,



Scott W. Rankin  
Senior Vice President

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
June-19	\$ -	\$ 72,729,695	\$ 123,157,480
July-19	\$ -	\$ 72,729,695	\$ 123,449,353
	<b>\$ 72,729,695</b>		

**TO:** Board of Trustees

**FROM:** Kathleen F. Burke, Chancellor

**RE:** Reports from Administration and Governance Groups

**ACTION:** None

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

Chancellor and College Presidents written reports are included with this item for information.

*Speakers are limited up to two minutes each.*

Saddleback College Academic Senate  
Faculty Association  
Irvine Valley College Academic Senate  
Vice Chancellor, Technology & Learning Services  
Vice Chancellor, Human Resources  
Vice Chancellor, Business Services  
Irvine Valley College Classified Senate  
Saddleback College Classified Senate  
California School Employees Association  
Police Officers' Association



**DATE:** September 23, 2019  
**TO:** Members of the Board of Trustees  
**FROM:** Chancellor Kathleen F. Burke, Ed.D.  
**SUBJECT:** District Services Report for September 23, 2019

### OC Black Chamber of Commerce Gala

I was honored to attend the Orange County Black Chamber of Commerce banquet on August 22 with colleagues and students from Irvine Valley and Saddleback College. Together we celebrated the work of the Black Chamber for 35 years in Orange County. As you may know, the Black Chamber is a huge proponent of Veterans. That night we learned about their partnership with Assembly Member Cottie Petrie-Norris to secure \$2.9 million in funding secured for veterans support services. We also had the opportunity to applaud Saddleback College student and Navy Veteran, Asia Mann, who received a scholarship that night from the chamber.



### Visit from Congress Member Katie Porter



Congress Member Katie Porter was at Irvine Valley College on August 22 to tour the Veterans Services Center and to learn about the greatest needs of the veteran students. I joined Board President Prendergast, President Roquemore, and IVC administrators for the tour and a meeting with the Congress Member to discuss several items, including the impact of the SALT tax. I expressed that we support the reinstatement of the SALT tax deduction and requested that she co-sponsor H.R. 1142.





### Home Sharing Proposal

2-1-1 Orange County has begun to engage Orange County community college chancellors to discuss the development and implementation of a county-wide home sharing program to address homelessness and lack of adequate housing. As we know, Orange County is experiencing a housing crisis, driven by housing costs that are outpacing increases in wages. The home sharing program would work to provide students on the verge of homelessness or experiencing homelessness, with a room for rent at low or no cost in a home near the college campus. The room would be provided by a host who may have a spare room or more. These hosts will most likely be identified as empty nesters, emeritus, or alumni. While all of the discussions are preliminary, we are making steps to involve leaders on the campuses who have engaged in this work of addressing homelessness, partnering with local agencies, and creating solutions for our students in need. I will continue to update the Board about the potential partnership with 2-1-1 Orange County.

### State Legislative Update

During the end of August, both the Senate and Assembly Appropriations Committees took up their respective suspense files, which included 229 bills in the Assembly and more than 400 bills in the Senate. Below is a highlight of bills that were passed in committee related to community colleges.

#### SENATE:

**SB 296 (Allen) Student Financial Aid. Vote: 13-5.** Full text of the bill can be found [here](#).

#### ASSEMBLY:

**AB 2 (Santiago): Community Colleges: California College Promise. Vote: 7-0.** Passed with amendment to include co-authors. Full text of the bill can be found [here](#).

**AB 30 (Holden): Community Colleges: College and Career Access Pathways. Vote: 7-0.** Passed with amendment to streamline approval process. Full text of the bill can be found [here](#).

**AB 59 (Kalra) Elections: Polling Places: College and University Campuses. Vote: 5-1.** Full text of the bill can be found [here](#).

**AB 302 (Berman): Parking: Homeless Students. Vote: 5-2.** Passed with amendment to delay implementation by one year. Modify opt out provisions and exempt facilities near elementary schools. Full text of the bill can be found [here](#).

**AB 612 (Weber) Cal Fresh: Restaurant Meals Program. Vote: 7-0.** Passed with amendment to add co-authors. Full text of the bill can be found [here](#).

**AB 720 (Muratsuchi) Community Colleges: Funding. Vote: None.** Held in committee. Full text of the bill can be found [here](#).

**AB 891 (Burke) Public Property: Safe Parking Program. Vote: 5-2.** Passed with amendment to grant several liabilities to local entities that establish a program and add legislative findings. Full text of the bill can be found [here](#).



**AB 1486 (Ting) Surplus Land. Vote: 5-2.** Passed with amendment to strike surplus land inventory provisions. Full text of the bill can be found [here](#).

### HIGHLIGHTS

Of the bills moved from the suspense files, it's important to note that [AB 302](#) became a 2-year bill. Discussions will continue about the proposed amendments and how to address homelessness on community college campuses.

Key amendments were made to [AB 1486](#) to exempt community colleges from the restrictions of selling surplus land. Thanks to the insight of Board President Prendergast, our lobbyists advocated to exclude community colleges from AB 1486.

Additionally, Governor Newsome promoted his plan to provide first-time, full-time community college students with two years of free tuition. At the press conference at a Los Rios Community College District campus, the Governor expressed his intent to start chipping away at the total costs of attending higher education institutions in California, starting with tuition-free community college for qualifying students. The Governor's first budget included \$42.6 million to begin this endeavor, and also included several other smaller appropriations to provide financial support for homeless students (\$9 million), veteran students (\$5 million), and workforce development programs (\$4.75 million).





# SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

TO: Members of the Board of Trustees  
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for September 23, 2019 Board of Trustees Meeting

## Enrollment Update

Saddleback College's summer actuals were up 2.35 percent from last year, ending with 2,618.50 FTES. Our productivity in summer was also up 6 percent, ending at 517 WSCH/FTEF.

For fall, as of September 10, we are sitting at 5,918.59 FTES in addition to an estimate of 1,435 FTES for positive attendance. This has us tracking toward an estimate of 7,353.59 FTES or a .2 percent increase. We will need to add at least 10 late-start courses and will need to gain 25.33 FTES in order to meet our 1 percent target. We currently have a 1.25 percent gain in productivity at 460 WSCH/FTEF.

## 19<sup>th</sup> Annual Foundation Gala

Saddleback College Foundation's 19<sup>th</sup> Annual Gala was held on Saturday, September 14 at the Ritz-Carlton Laguna Niguel. The gala was a sell-out event with 370 guests and 45 sponsored tables -- 13 were first time sponsors. The theme "Dream Big" was illustrated throughout the program. To match the colorful, celestial artwork from the invitation, the theatre department painted an 8 x 24 foot backdrop for the stage. The event featured a silent and live auction and a "Raise the Paddle" auction to support the needs of students. The dinner and program began with 70 Saddleback College Chamber Singers in the ballroom singing inspirational songs. The program also featured videos of students sharing their Saddleback success stories and giving credit to Saddleback for helping them pursue their dreams. The event concluded with the 2019 Summit Award presented to Anthony and Carie Ferry for their philanthropic leadership and community advocacy in support of Saddleback College Foundation.

## Facilities Update

Installation of access control devices on doors across campus is on schedule. Crews are currently working on the Business and General Studies Building and the Student Services Center. All classrooms will have a lockdown device by early 2020. Portable classrooms will get a similar device, ensuring easy lockdown, but without wiring. Those using such classrooms will still need to contact campus police by phone after locking down their classrooms with the device.

The stadium is scheduled to open next June. The most recent delays owe to the bleacher subcontractor walking off of the job in a dispute with the contractor, and other issues with support structures for the bleachers. Gateway, the Tennis Center and ATAS are on schedule or are a bit ahead of schedule.

We are re-forming a Campus Beautification Work Group to consider, vet and prioritize our needs for the campus and the many proposals now under consideration for beautification. Among our proposed projects, we anticipate finalizing the purchase of property on the slope adjacent to the LDS church in the next month or two. We will move in promptly to clear out the weeds and then consider future landscaping.

We did not fill all parking lots on any day at any time during the first week of classes. While we do not have a parking capacity issue, we do have logistics issues, with students understandably not wanting to park on the opposite side of campus as their classes. We will explore remedies with transportation and class scheduling.

#### **Fine Arts and Media Technology Update**

Dr. Kirill Gliadkovsky, music, presented a lecture on the Russian Music Education at the University of Hawaii International Conference in Honolulu, HI this past June. He also was a Faculty Artist at the Orfeo International Music Festival in Vipiteno, Italy in July and made numerous performances in various venues there as a piano soloist.

Saddleback Piano students Natalia Gubenko and Anna Grigorian were prize winners in the Music Teachers Association of California statewide Piano Duet Competition.

Saddleback Composition Professor Norman Weston recently completed his first opera, "Bernice Bobs Her Hair" which is scheduled to premiere at Saddleback in February, 2020.

Adam Hawley, associate faculty in the commercial music program, performed a solo show at the Hollywood Bowl on August 18 as part of its "Smooth Summer Jazz" concert series. You can read more about Adam Hawley [here](#).

Art student Emma Fischer won Best in Show in the 2019 Orange County Museum of Art "Artwalk" contest.

Students in Art 41 (3D Design) collaborated with the horticulture department to make desktop planters for the upcoming fall plant sale.

#### **Faculty in Social and Behavioral Sciences Earn Accolades**

Congratulations to the following faculty for the following recognitions:

Caroline Gee, psychology, was given the UCI Educator Recognition Award

April Cubbage, sociology, OCC Alumna of the Year

Tina Jenkins, psychology, Society for the Teaching of Psychology Faculty of the Year

Erica Vogel, anthropology, American Council of Learned Societies Fellowship and Scholarship

David Pino, political science, Capistrano Unified Educator of the Year

#### **Gauchos Win as McElroy Sets New Mark**

The Saddleback football team opened the season with a 45-20 win against College of the Canyons on September 7. With the win, head coach Mark McElroy became the winningest coach in Gaucho history. During his tenure the Gauchos have finished below .500 just one time in the past 18 years, winning five league titles and appearing in one state championship game (2015). McElroy's Gauchos have appeared in the post-season in 17 of the last 18 years, averaging 7.9 wins-per-season since 2001.

Respectfully Submitted,



Elliot Stern  
President



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

**TO:** Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** September 12, 2019

**SUBJECT:** President's Report for the September 23, 2019 Board of Trustees Meeting

## Fall Professional Development Week at IVC



L-R: President Glenn Roquemore, Lead Building Maintenance Worker Benjamin Smith, and Classified Senate President Amy Hunter

Irvine Valley College (IVC) kicked off the fall 2019-2020 school year by holding its Fall Professional Development Week from August 12-16. The week-long event hosted hundreds of administrators, faculty, and classified staff members, and provided everyone with the opportunity to attend workshops designed to enhance their professional growth. In addition to this, several administrators, faculty, and classified staff members received awards during President Roquemore's opening session for their achievements during the

2018-2019 school year. Recipients included classified staff member Benjamin Smith; faculty members Angel Hernandez, Rebecca Kaminsky, and Roopa Mathur; part-time faculty member Lori Polydoros; administrator Lianna Zhao; and manager Lois Fagioli.

## IVC Laser Day



Over 600 new students were welcomed to IVC on August 14 for Laser Day. Activities for the day included a tour of the campus, counseling workshops and academic program presentations. Students had the unique opportunity to learn about campus resources, academic programs, and success strategies all before the beginning of the fall semester on August 19. They also had a chance to connect with fellow IVC students, professors, and staff members. The day ended with Laser Fest

hosted by the Office of Student Life. During Laser Fest, students were able to socialize and enjoy an evening of food trucks, music, and fun activities.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:  
Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright  
Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

*An Equal Opportunity Institution*





Top Row (L to R): Pia Ramos, Professor Eddie Tiongson (Communications Studies Faculty/Director of Elevate AAPI @ IVC), Nathan Cayanan (ESL/English Faculty/ELEVATE Faculty Mentor), Ellie Bui. Bottom Row (L to R): Lindsey Choo, Kayhla Yang, Harrison Shin

### **ELEVATE AAI @ IVC Perform at Higher Education Summit in Washington D.C.**

On June 20, 2019 five IVC students were invited by and received funding from Asian Pacific Islander American (APIA) Scholars to perform at their 2019 Higher Education Summit: Collective Voice for Equity. APIA Scholars held its 10<sup>th</sup> Annual Higher Education Summit at the Ronald Reagan Building and International Trade Center in Washington D.C. This is Us, America is a 25-minute readers theater production in which five IVC students shared personal stories, challenges, and experiences of confronting non-academic barriers in educational and personal spaces. The performance of stories, dialog, and poems, took audiences on a relatable journey of "making it in America."

### **Caring Campus Leadership Kickoff Event**

On September 6, IVC Leadership participated in the Caring Campus Leadership Kickoff Event. This event was the first step in IVC's Caring Campus Initiative. Funded through a \$1 million grant from Ascendium Education Group, the objective of Caring Campus is to increase community college student retention and success by creating and cultivating Caring Campus environments with the intentional inclusion of all staff in student success efforts. Research indicates that staff interactions with students can set the stage for successful enrollment, persistence, and completion. The Caring Campus Initiative is an important part of the college's larger Guided Pathways efforts to improve student success. IVC is 1 of only 20 college campuses who will implement this program in the country and 1 of 10 community colleges nationwide.

### **Congresswoman Katie Porter visits Veterans Services Center at IVC**



Congresswoman Katie Porter (center) poses with IVC Veterans Services Center staff members and IVC administrators including President Glenn Roquemore (back row, far right), Dr. Linda Fontanilla (first row, far right), District Chancellor Kathleen Burke is also pictured (first row, far left) and Board President TJ Prendergast (back row, 2<sup>nd</sup> from the right)

On August 22, Congresswoman Katie Porter, Chancellor Kathleen Burke, and Board President TJ Prendergast toured the Veterans Services Center at IVC. During their visit they were given a brief overview of the services IVC provides to veterans attending the college, they met with staff members, and had an opportunity to speak with the students about their experiences transitioning into community college after serving in the armed forces.



**IVC Classified Employee Karen Jimenez to serve as 12<sup>th</sup> President of California Community Colleges Classified Senate (4CS)**



IVC Foundation Development Assistant, Karen Jimenez will serve as the 12<sup>th</sup> President of the Community Colleges Classified Senate (4CS). As part of her role, she will also be serving as 2<sup>nd</sup> Vice Chair and Secretary for the Board of Directors for the Community College League of California. She has been an active board member for 4CS since 2013 serving as an area representative and South Vice President. The 4CS Board of Directors is comprised of classified professionals from community colleges around California. The organization supports the leadership roles of classified professionals in the governance of the California Community College System through the development and support of local senates, advocating increased involvement at the state level, and promoting leadership skills among classified professionals.

**IVC Facilities Team Recognized for Keeping Campus Beautiful**



L to R: Silvia Nuno, Nikki Puliyanda, Haley King, and Stan Araiaza

At the Classified Senate breakfast meeting, held during Professional Development Week, President Glenn Roquemore recognized the facilities staff for their participation on Campus Beautification Day. This is an annual event where facilities staff members work together to clean up and beautify the campus.