



Meeting of the Board of Trustees

September 24, 2018

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 it to the board's Executive Assistant. These forms are available outside the board room. **Speakers are limited to two minutes each.***

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (5 matters)

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (5 matters)

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

A. Faculty Association (FA)

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

B. Classified School Employees Association (CSEA)

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

C. Police Officers Association (POA)

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

1.5 Conference with Real Property Negotiators (GC Section 54956.8)

A. Exchange of Property:

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

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

Negotiating Parties: FPA4 Promenade, LLC

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

- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Pending Litigation (Government Code Section 54956.9(d)(2), (e)(1).)
 1. Carol Wassmann v. SOCCCD
 2. Afia Smith v. SOCCCD
 3. Scott Wilford et al v. National Education Association of the United States, SOCCCD et al:
 - B. Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(2).) (2 potential cases)
 1. Claims made by former nursing student

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

2.4 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report (*Written Report included*)

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

4.0 DISCUSSION ITEMS

- 4.1 **Saddleback College and Irvine Valley College: Student Success Scorecard for Community Colleges**
A presentation on performance indicators for Saddleback College and Irvine Valley College.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a Regular Meeting held on August 27, 2018.
(Exhibit A)
- 5.2 **Saddleback College: Revised Curriculum for the 2018-19 and 2019-20 Academic Years**
Approve the proposed curriculum changes for the 2018-19 and 2019-20 academic years at Saddleback College.
- 5.3 **Saddleback College and Irvine Valley College: Accreditation Follow-up Reports**
Approve the Accreditation Follow-up Reports prepared by the colleges.
- 5.4 **Saddleback College and Irvine Valley College: Speakers** Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.5 **SOCCCD: Saddleback College Landscape and Marquees Project, Notice of Completion, Patriot Contracting and Engineering, Inc.**
Authorize filing the Notice of Completion for the Saddleback College Landscape and Marquees project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$1,977,618.
- 5.6 **SOCCCD: Saddleback College TV Station Installation Project, Notice of Completion, Patriot Contracting and Engineering, Inc.**
Authorize filing the Notice of Completion for the Saddleback College TV Station Installation project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$2,232,978.

- 5.7 **SOCCCD: Saddleback College Education Service Agreements for Community Education Before and After School Experience, Amendment No. 01, Academic Chess.**
Approve Amendment No. 1 with Academic Chess to provide Community Education programs at an amount not to exceed \$115,000 per fiscal year for services provided from July 2, 2018 through June 30, 2020, as seen in EXHIBIT B.
- 5.8 **SOCCCD: Irvine Valley College Library Building Waterproofing Project, Notice of Completion, Otero Construction, Inc.**
Authorize filing the Notice of Completion, for the Irvine Valley College Library Building Waterproofing project to Otero Construction, Inc., for a final contract amount of \$330,493.60.
- 5.9 **SOCCCD: Irvine Valley College Parking Lot 3 Improvements Project, Notice of Completion, Amtek Construction.**
Authorize filing the Notice of Completion for the Irvine Valley College Parking Lot 3 Improvements project to Amtek Construction, for a final contract amount of \$87,333.
- 5.10 **SOCCCD: Out of State Student Travel.**
Approve the colleges' student out of state travel for the participants, date, location and costs as listed.
- 5.11 **SOCCCD: Cogeneration and Central Utility Plant Operation Services, Veolia Energy Solutions, LLC.**
Approve the Contract for Cogeneration and Central Utility Plant Operation, Maintenance, and Environmental Compliance Services with Veolia Energy Solutions, LLC for a term of three months with a fixed total contract value of \$134,051 commencing on October 1, 2018.
- 5.12 **SOCCCD: Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program, Capistrano Unified School District.**
Approve the Community Education agreement with Capistrano Unified School District for a total of three (3) years from July 1, 2018 through June 30, 2021.
- 5.13 **SOCCCD: Privilege Access Management Hardware, Software, and Implementation Services Purchase, BeyondTrust.**
Approve the purchase of hardware, software, and implementation services from BeyondTrust using value added reseller PCM-G leveraging the CMAS contract. The amount will not exceed \$260,000 (including any incidentals).
- 5.14 **SOCCCD: August 2018 Change Orders/ Amendments.**
Ratify the change orders and amendments as listed.
- 5.15 **SOCCCD: Purchase Orders and Checks.**
Ratify the purchase orders and checks as listed.

- 5.16 **SOCCCD: Contracts.**
Ratify contracts as listed.

- 5.17 **SOCCCD: Resolutions**
In Support of Undocumented Student Action Week, October 15-19, 2018.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Biennial Ethics Training & Trustee Travel and Compensation**
Approve annual individual travel expenditures of the chancellor and trustees and approve report of all district compensation received by each trustee during the 2017-18 fiscal year.
- 6.2 **SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 3, PCL Construction Services, Inc.**
Approve Board Change Order No. 3 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 \$1,367,114, for a revised contract total of \$52,267,204.
- 6.3 **Saddleback College: Grant Award, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion**
Approve the award to Saddleback College from the National Science Foundation for \$8,819,760 for Program Announcement NSF 18-529, over a five year period from September 1, 2018 through August 31, 2023.
- 6.4 **SOCCCD: Grant Award, Saddleback College Veteran's Resource Center Program**
Approve the award from the California Community Colleges Chancellor's Office from the Veterans Resource Center Program grant to Saddleback College in the amount of \$200,000 for the period of October 1, 2018 through December 31, 2021.
- 6.5 **SOCCCD: Service Desk Hardware/Software, Inventory Management, and Patch Management System, Ivanti, Inc.**
Approve the contract with Ivanti, Inc. for the purchase of software licenses, hosting services, and implementation service for a cost not to exceed \$729,104.88 for a contract period of September 28, 2018 through September 27, 2023.
- 6.6 **SOCCCD: Microsoft Campus Licenses Agreement for District-wide Microsoft Software Use, ComputerLand of Silicon Valley.**
Approve the use of the existing FCCC ComputerLand of Silicon Valley agreement for the Microsoft Campus License Agreement for the remaining two (2) years of the three (3) year term, October 1, 2018 through September

30, 2020, at a cost not to exceed \$350,000 per year.

- 6.7 **SOCCCD: Board Policy Revision: BP-100 The South Orange County Community College District, BP-104 Student Member of the Board of Trustees, BP-106 Board Elections, BP-128 Board Agendas, BP-130 Public Participation at Board Meetings, BP-164 Board Member Compensation, BP-166 Health Benefits - Board Members, BP-4075 Health and Welfare Benefits for Former Board of Trustees, BP-168 Board Member Travel, BP-170 Board Member Absence from the State, BP-3001 Delegation of Authority, BP-3004 Public Records, BP- 3005 Designation of Authorized Signatures, BP-3200 Purchasing and Contracts, BP-3220 Institutional Membership in Organizations, BP-3510 Lost Money or Property, BP-3605 Employee Travel Program, BP-4001 Personal Use of Public Resources, BP-4040 Institutional Code of Conduct, BP-4078 Industrial Accident and Illness Leave, BP-5510 Student Accident Insurance, BP-6100 Curriculum.**
Accept for review and study the board policies as listed.
- 6.8 **SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Resignation/Retirement/Conclusion of Employment.
- 6.9 **SOCCCD: Faculty Conversion to Canvas One-Time Stipends**
Ratify Academic Employee Personnel Actions.
- 6.10 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Position(s), Reorganizations, Change of Status, Out-of-Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out-of-Class Assignments, Resignation/Retirement/Conclusion of Employment.
- 6.11 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**
Ratify Non-Bargaining Unit Employee Personnel Actions.
- 6.12 **SOCCCD: District Initial Proposal to the California School Employees Association and its Chapter 586**
Accept for review and study the District's initial proposal to the California School Employees Association Chapter 586 for the purpose of negotiations.
- 6.13 **SOCCCD: Planning Services for State Chancellor's Office Submittals, Facilities Planning & Programming Services, Inc.**
Approve the Planning Services for the State Chancellor's Office Submittal agreement with Facilities Planning & Programming Services, Inc., for a total contract amount not to exceed \$1,555,000 for the period September 24, 2018 through September 23, 2023.

7.0 **REPORTS**

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

A public comment was made at the August 27 board meeting regarding emeritus status. The request has been forwarded to the Academic Senates for review and discussion.

7.2 **SOCCCD: 2019 Teacher of the Year Recognition Ceremony**

Information on OC Teachers of the Year program. The honorees from SOCCCD are Kenneth Lee, Horticulture Instructor from Saddleback College and Kari Tucker-McCorkhill, Psychology Instructor from Irvine Valley College.

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.**

Status of current construction projects.

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

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

7.6 **SOCCCD: Retiree (OPEB) Trust Fund.**

Report for period ending July 31, 2018.

8.0 **REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

9.0 **ADDITIONAL ITEMS**

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Student Success Scorecard for the Community Colleges

ACTION: Discussion

BACKGROUND

In its commitment to increase transfer and degree and certificate attainment, the California Community Colleges Board of Governors has established a performance measurement system known as the Student Success Scorecard that tracks student success at all 114 community colleges.

The data available in this scorecard tells how well colleges are doing in graduation and completion rates, as well as in retention of students, remedial instruction, and job training programs.

STATUS

Exhibit A contains the Student Success Scorecard statewide and college indicators.

Denice Inciong, District Director of Research, Planning, and Data Management, Dr. Jennifer Klein, Director of Research, Planning and Accreditation, Saddleback College, and Dr. Loris Fagioli, Director of Research, Planning and Accreditation, Irvine Valley College, will present additional information on the Student Success Scorecard.



CALIFORNIA COMMUNITY COLLEGES

2018 STUDENT SUCCESS SCORECARD

Statewide

[Click here to select a different college](#)

CURRENT PROFILE

Math & English/ESL Metrics
Remedial/ESL Transfer Level Achievement

Completion Metrics
Persistence 30 Units Degree/Transfer

CTE Metrics
CTE Skills Builder CDCP

College Profile

[Click here to view current year report](#)

The student population and course sections offered described in the tables are based on the 2016-17 academic year. Students represented differ from those included for calculation of Scorecard metrics, which are based on first-time students enrolled in 2011-12.

STUDENT INFORMATION (view historical trend)

Students	2,376,406		
Gender		Ethnicity/Race	
Female	53.6%	African American	6.1%
Male	45.2%	American Indian/Alaska Native	0.4%
Unknown	1.2%	Asian	11.5%
Age		Filipino	2.8%
Less than 20 years old	26.8%	Hispanic	43.6%
20 to 24 years old	30.9%	Pacific Islander	0.4%
25 to 39 years old	26.9%	White	26.4%
40 or more years old	15.4%	Two or more Races	3.7%
Unknown	0.0%	Unknown	5.0%

INSTITUTIONAL INFORMATION

Full Time Equivalent Students	1,126,709.3
Credit Sections	351,679
Non-Credit Sections	32,732
Median Credit Section Size	25
Percentage of Full-Time Faculty	56.4%
Percentage of First-Generation Students	43.0%*
Student Counseling Ratio (FALL 2016)	611:1

* Insufficient data

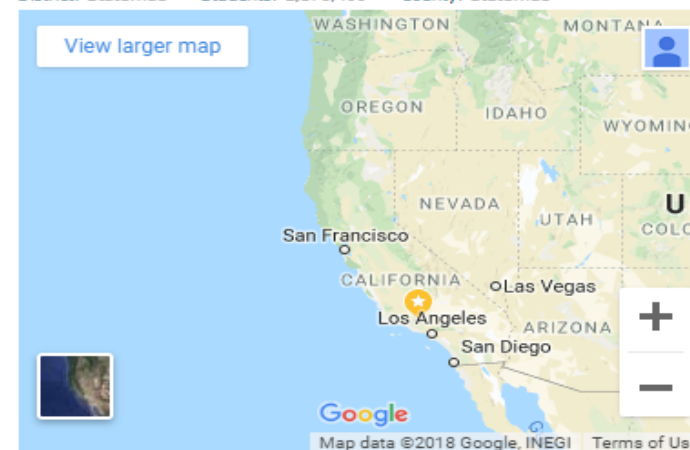
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About the college

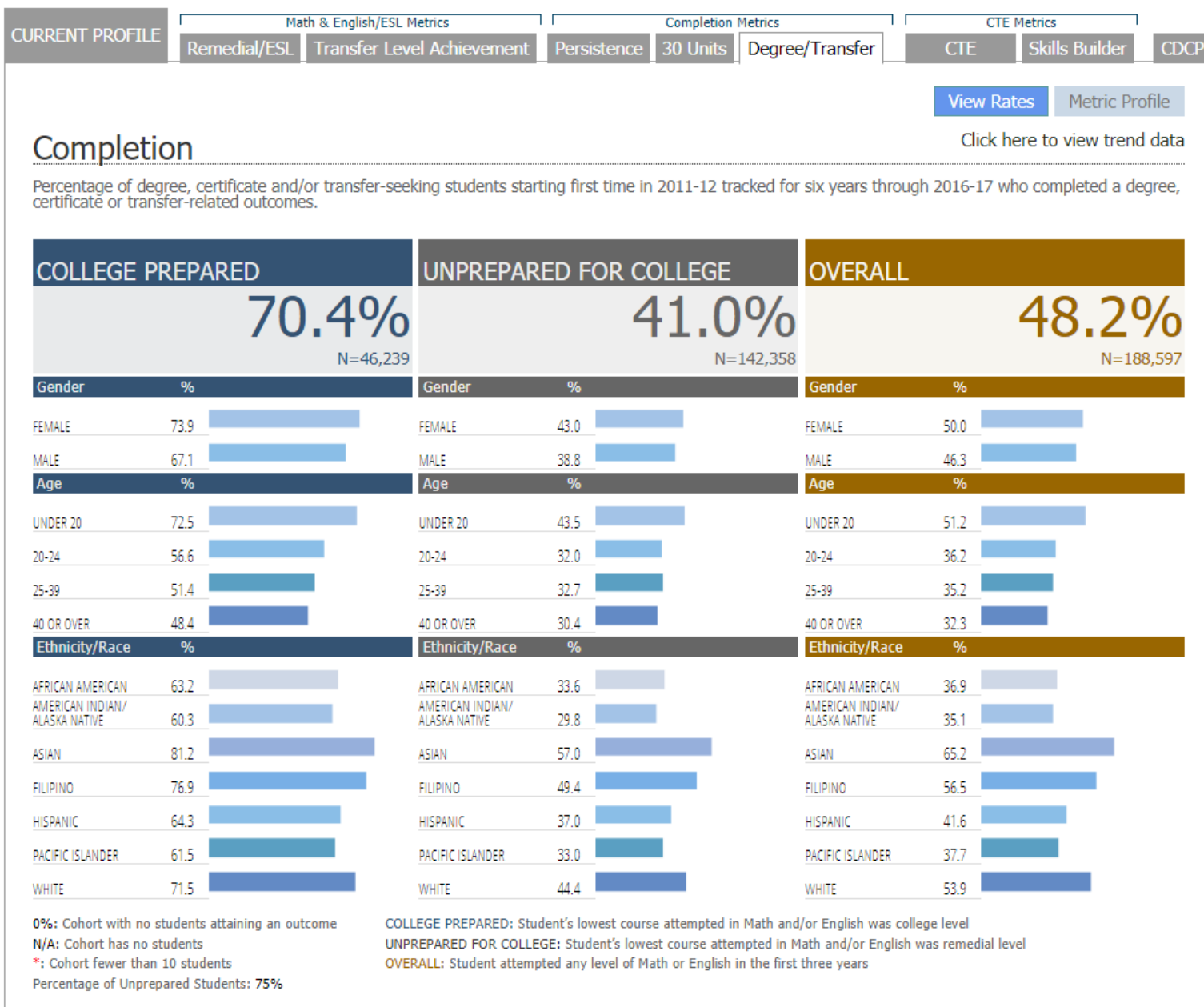
The California Community Colleges is the largest system of higher education in the nation, with more than 2.3 million duplicated students attending 114 colleges. Our colleges provide students with the knowledge and background necessary to compete in today's economy. With a wide range of educational offerings, the colleges provide workforce training, basic courses in English and math, certificate and degree programs and preparation for transfer to four-year institutions.

District: Statewide Students: 2,376,406 County: Statewide



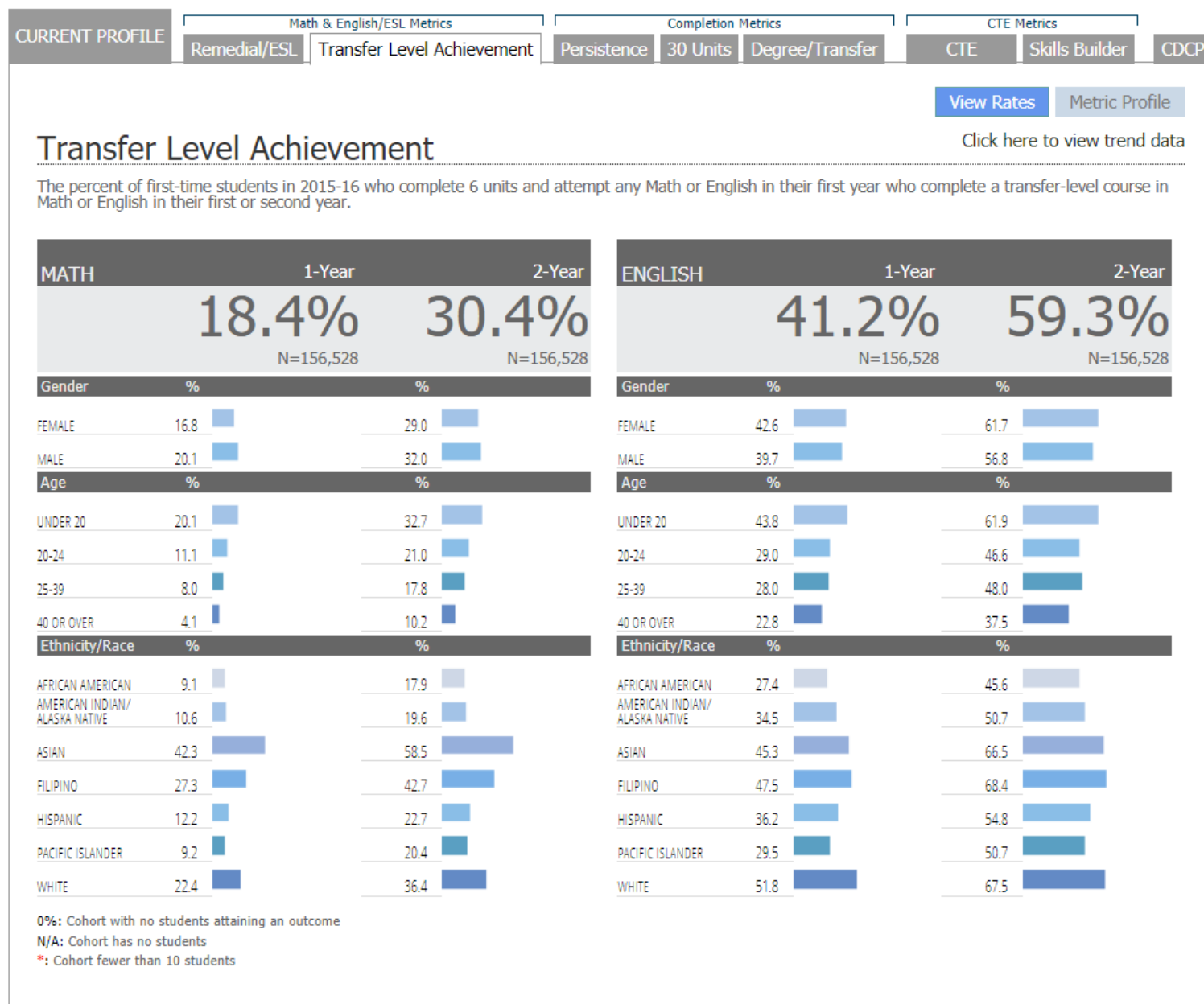
Statewide

Click here to select a different college



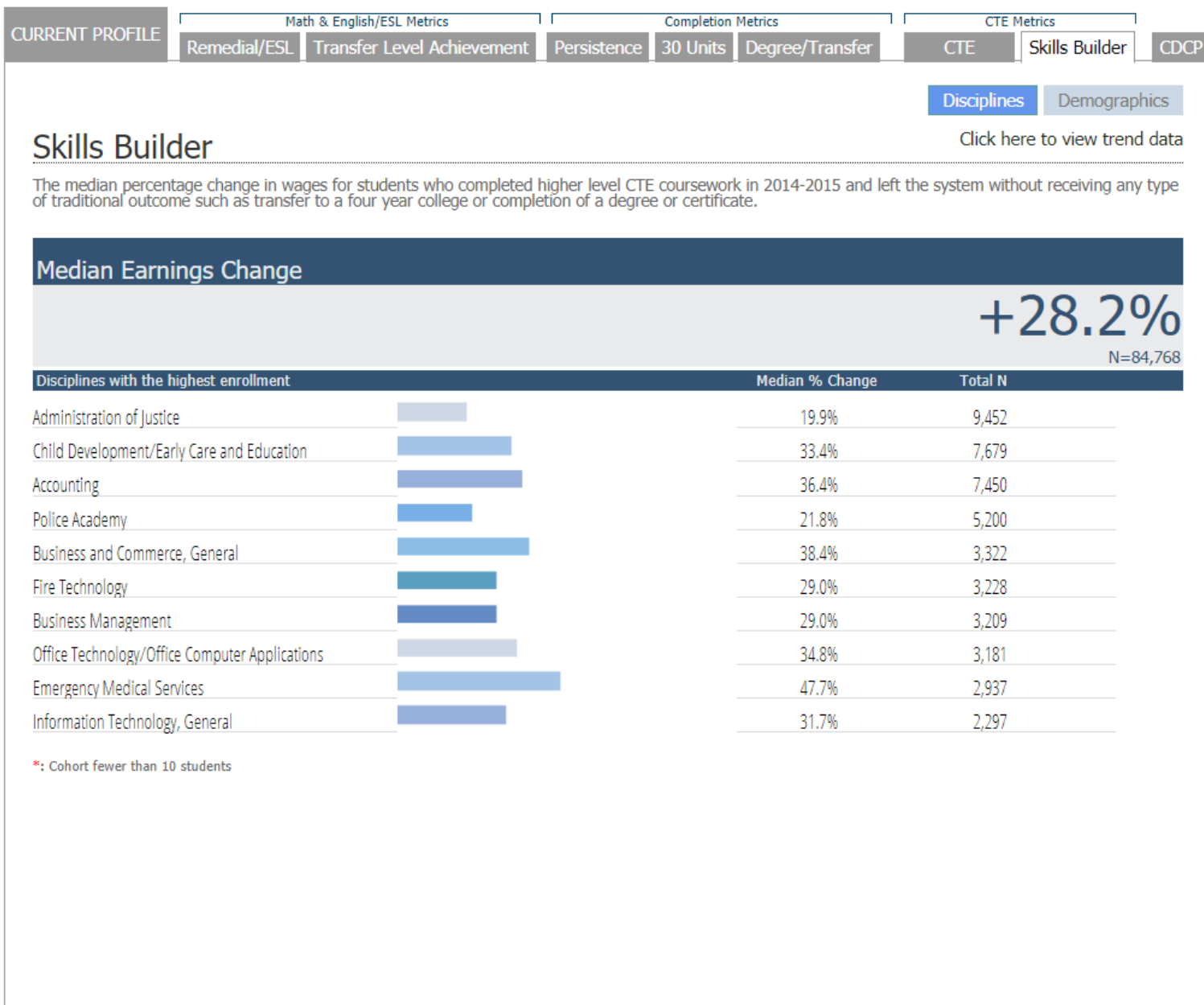
Statewide

[Click here to select a different college](#)



Statewide

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2018 STUDENT SUCCESS SCORECARD

Irvine Valley College

[Click here to select a different college](#)

CURRENT PROFILE

Math & English/ESL Metrics

Completion Metrics

CTE Metrics

Remedial/ESL

Transfer Level Achievement

Persistence

30 Units

Degree/Transfer

CTE

Skills Builder

College Profile

[Click here to view current year report](#)

The student population and course sections offered described in the tables are based on the 2016-17 academic year. Students represented differ from those included for calculation of Scorecard metrics, which are based on first-time students enrolled in 2011-12.

STUDENT INFORMATION

(view historical trend)

Students		23,133	
Gender		Ethnicity/Race	
Female	53.0%	African American	1.9%
Male	44.6%	American Indian/Alaska Native	0.1%
Unknown	2.4%	Asian	28.6%
Age		Filipino	2.8%
Less than 20 years old	30.1%	Hispanic	21.9%
20 to 24 years old	33.0%	Pacific Islander	0.2%
25 to 39 years old	19.9%	White	37.8%
40 or more years old	16.9%	Two or more Races	4.7%
Unknown	0.0%	Unknown	2.0%

INSTITUTIONAL INFORMATION

Full Time Equivalent Students	10,496.7
Credit Sections	3,663
Non-Credit Sections	447
Median Credit Section Size	23
Percentage of Full-Time Faculty	49.7%
Percentage of First-Generation Students	24.0%
Student Counseling Ratio (FALL 2016)	432:1

* Insufficient data

** No data

Mouse over to display the pie chart

About the college

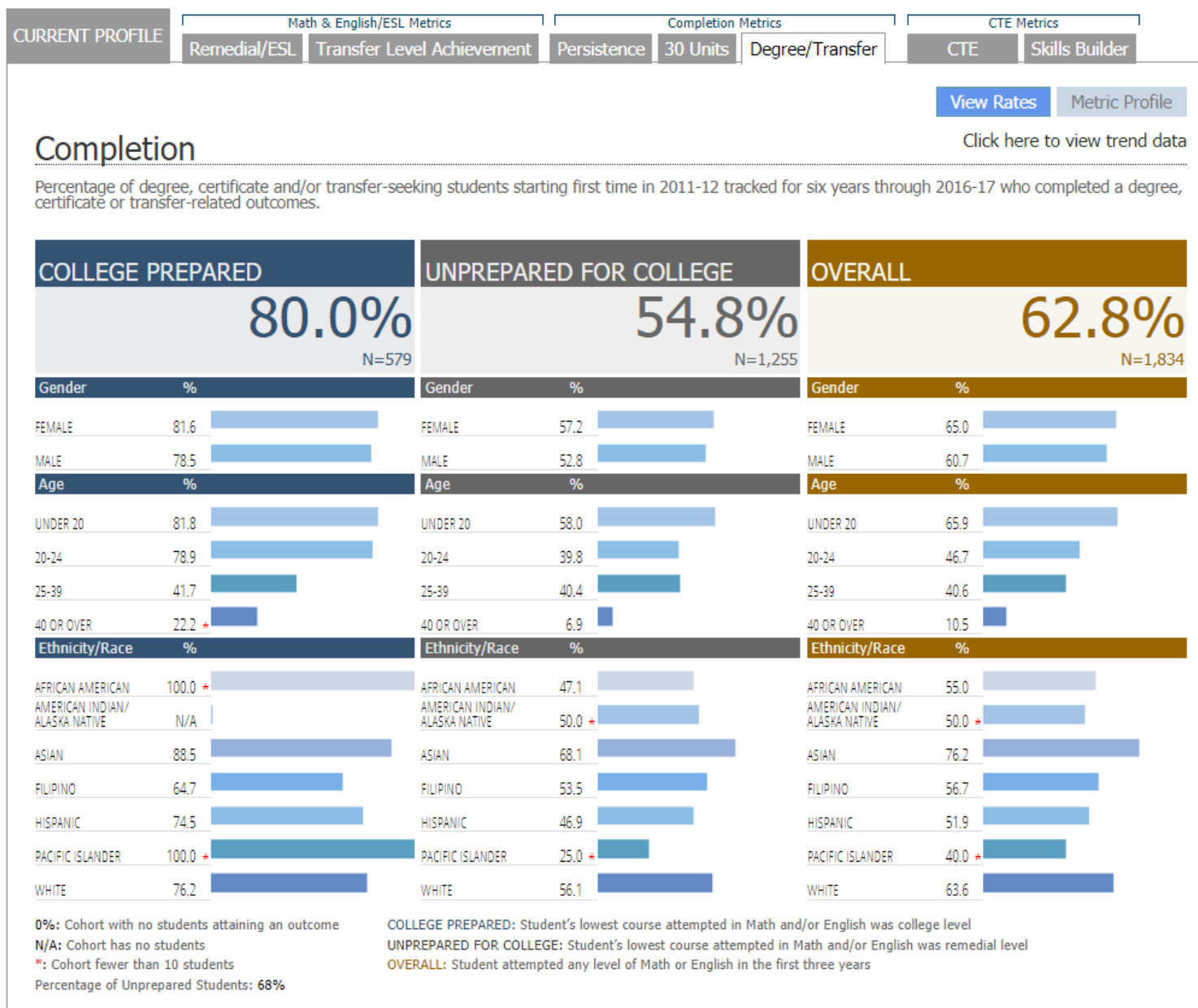
Irvine Valley College, established in 1985 in Irvine, is one of two colleges in the South Orange County Community College District, the other being Saddleback College in Mission Viejo. The college offers a full complement of programs, from the more traditional liberal arts and sciences to advanced technologies. The success of the college's many programs is demonstrated by its outstanding transfer and completion rates.

District: South Orange County Students: 23,133 County: Orange



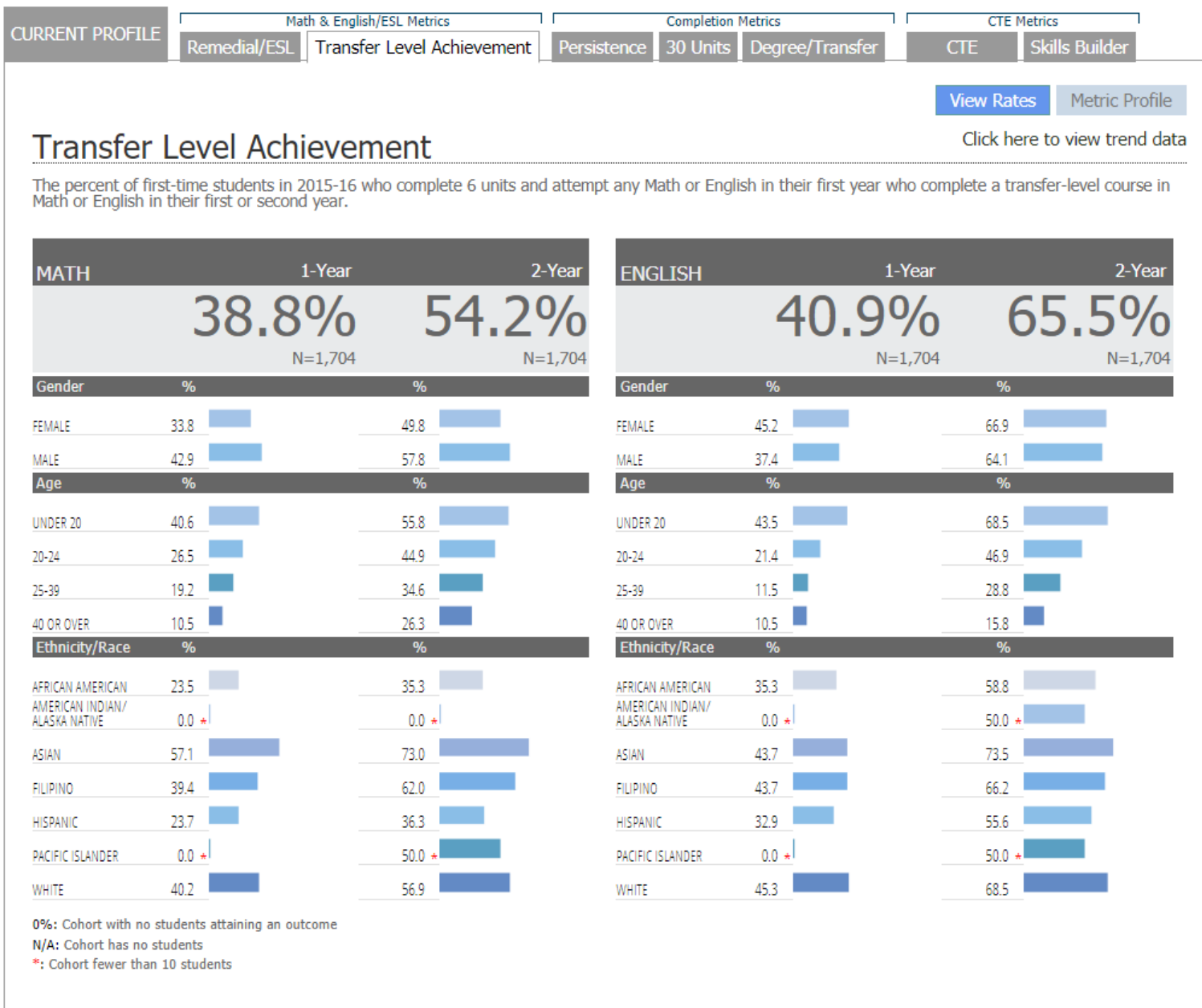
Irvine Valley College

[Click here to select a different college](#)



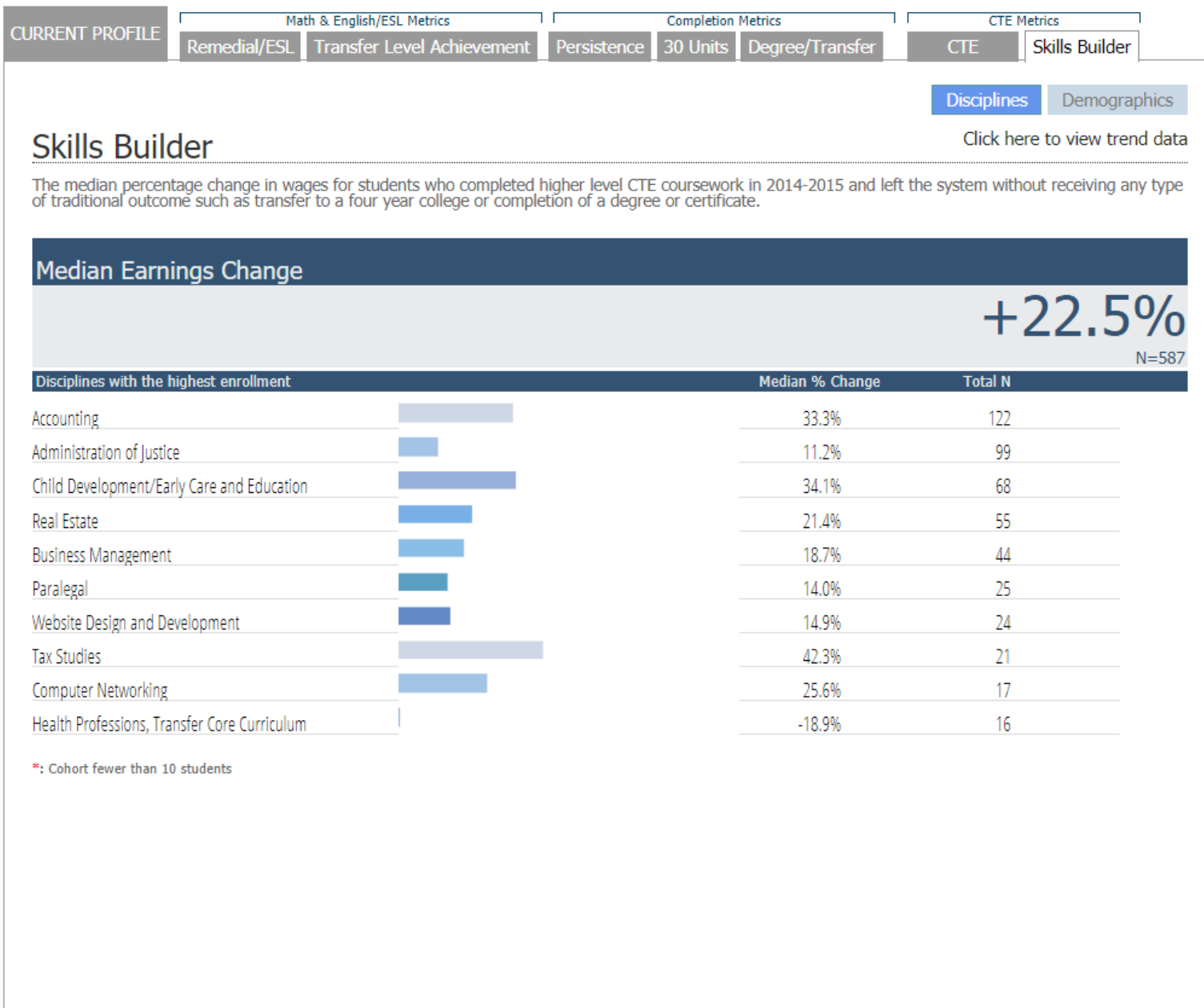
Irvine Valley College

[Click here to select a different college](#)



Irvine Valley College

[Click here to select a different college](#)





CALIFORNIA COMMUNITY COLLEGES

2018 STUDENT SUCCESS SCORECARD

Saddleback College

[Click here to select a different college](#)

CURRENT PROFILE

Math & English/ESL Metrics		Completion Metrics		CTE Metrics		CDCP
Remedial/ESL	Transfer Level Achievement	Persistence	30 Units	Degree/Transfer	CTE	

College Profile

[Click here to view current year report](#)

The student population and course sections offered described in the tables are based on the 2016-17 academic year. Students represented differ from those included for calculation of Scorecard metrics, which are based on first-time students enrolled in 2011-12.

STUDENT INFORMATION

[\(view historical trend\)](#)

Students		38,559	
Gender		Ethnicity/Race	
Female	58.4%	African American	1.6%
Male	38.9%	American Indian/Alaska Native	0.2%
Unknown	2.7%	Asian	10.0%
Age		Filipino	
Less than 20 years old	24.0%	Hispanic	22.8%
20 to 24 years old	27.0%	Pacific Islander	0.2%
25 to 39 years old	19.2%	White	56.0%
40 or more years old	29.8%	Two or more Races	4.5%
Unknown	0.0%	Unknown	2.7%

INSTITUTIONAL INFORMATION

Full Time Equivalent Students	16,868.7
Credit Sections	5,443
Non-Credit Sections	846
Median Credit Section Size	23
Percentage of Full-Time Faculty	49.7%
Percentage of First-Generation Students	24.3%
Student Counseling Ratio (FALL 2016)	1,296:1

* Insufficient data

** No data

Mouse over to display the pie chart

About the college

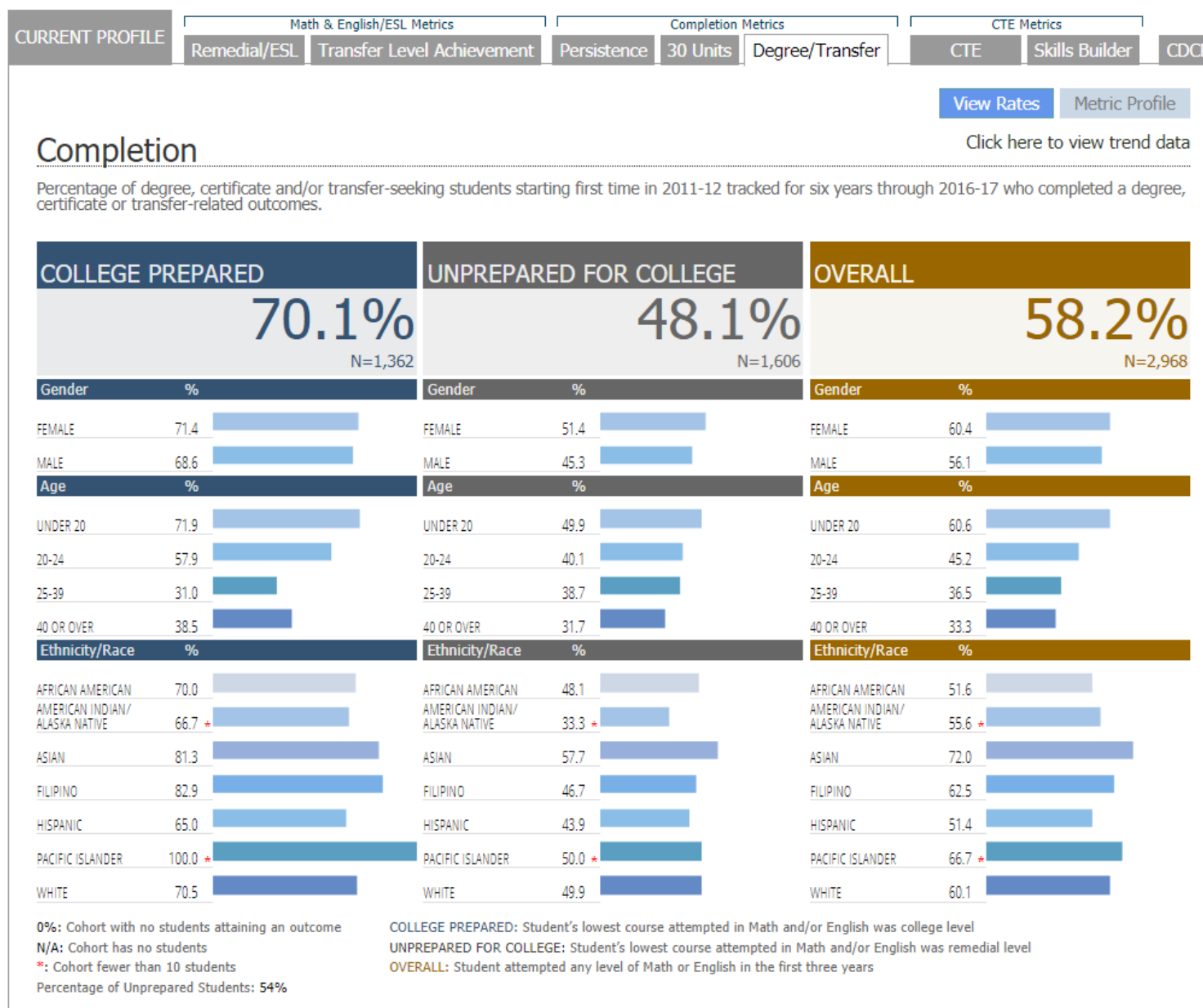
Saddleback College, founded in 1968, is in Mission Viejo. The college is the largest and oldest member of the South Orange County Community College District. The college provides a Veterans Education Transition Services (VETS) Center, devoted to helping veterans transition from combat to the classroom.

District: South Orange County Students: 38,559 County: Orange



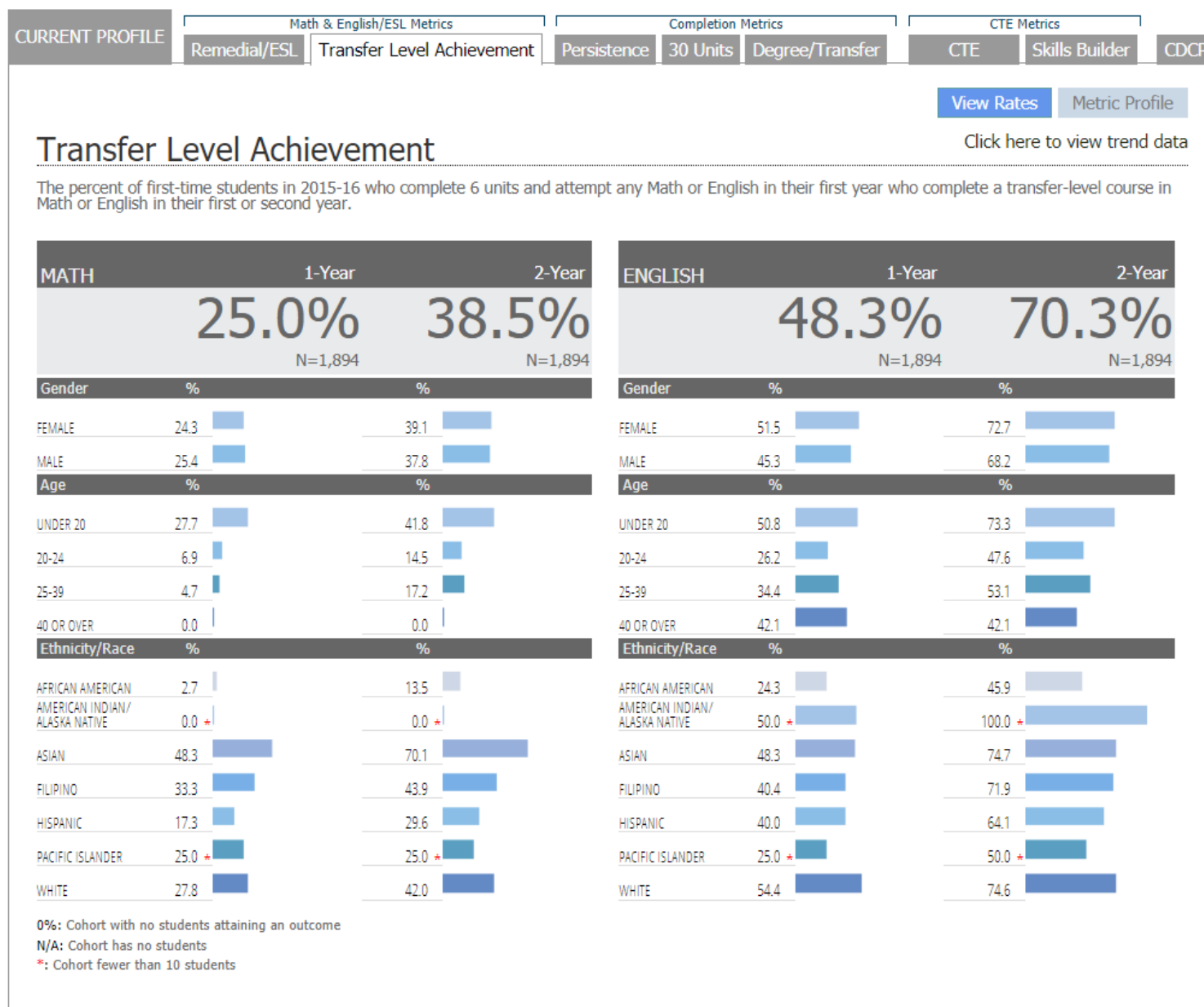
Saddleback College

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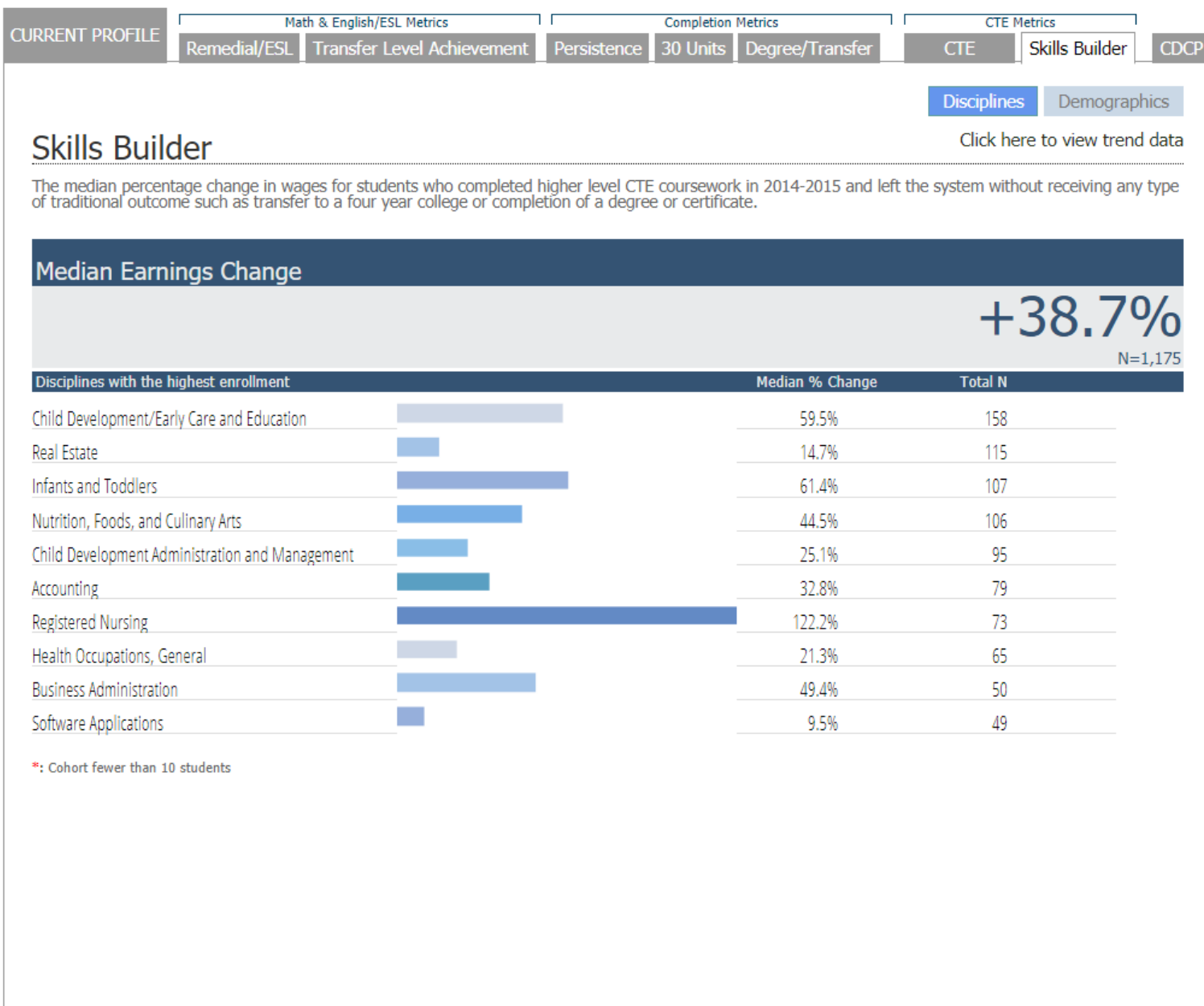
Saddleback College

[Click here to select a different college](#)



Saddleback College

[Click here to select a different college](#)





2018 Statewide Student Success Scorecard

The California Community Colleges is the largest system of higher education in the nation, with more than 2.3 million duplicated students attending 114 colleges. Our colleges provide students with the knowledge and background necessary to compete in today's economy. With a wide range of educational offerings, the colleges provide workforce training, basic courses in English and math, certificate and degree programs and preparation for transfer to four-year institutions.

Student Information (2016-2017)

Students		2,376,406	
GENDER		RACE/ETHNICITY	
Female	53.6%	African American	6.1%
Male	45.2%	American Indian/Alaska Native	0.4%
Unknown Gender	1.2%	Asian	11.5%
AGE		Filipino	2.8%
Under 20 years old	26.8%	Hispanic	43.6%
20 to 24 years old	30.9%	Pacific Islander	0.4%
25 to 39 years old	26.9%	White	26.4%
40 or more years old	15.4%	Two or More Races	3.7%
Unknown Age	0.0%	Unknown Ethnicity	5.0%

Other Information (2016-2017)

Full-Time Equivalent Students	1,126,709.3
Credit Sections	351,679
Non-Credit Sections	32,732
Median Credit Section Size	25
Percentage of Full-Time Faculty	56.4%
Percentage of First-Generation	43.0%*
Student Counseling Ratio	611:1

* Insufficient data



2018 Statewide Student Success Scorecard

Cohort Tracked for Six Years Through 2016-2017	Completion			Persistence			30 Units			Remedial			Career Technical Education	Career Development & College Preparation
	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Math	English	ESL		
Cohort	70.4%	41.0%	48.2%	79.4%	75.6%	76.5%	76.5%	67.4%	69.6%	36.5%	48.7%	33.4%	55.1%	16.3%
Female	73.9%	43.0%	50.0%	79.8%	76.1%	77.0%	77.8%	69.4%	71.3%	38.7%	51.7%	34.7%	58.6%	16.6%
Male	67.1%	38.8%	46.3%	79.0%	75.0%	76.0%	75.3%	65.1%	67.8%	33.7%	45.4%	31.6%	52.0%	15.9%
Under 20 years old	72.5%	43.5%	51.2%	80.3%	76.8%	77.8%	78.2%	69.4%	71.8%	40.4%	54.9%	52.6%	66.8%	28.4%
20 to 24 years old	56.6%	32.0%	36.2%	72.1%	67.8%	68.5%	64.5%	57.2%	58.4%	32.7%	40.8%	44.9%	57.9%	19.4%
25 to 39 years old	51.4%	32.7%	35.2%	72.7%	72.2%	72.2%	63.2%	61.6%	61.9%	34.4%	40.5%	26.9%	46.6%	13.5%
40 or more years old	48.4%	30.4%	32.3%	73.3%	79.0%	78.3%	59.3%	65.6%	64.9%	29.3%	35.7%	17.0%	42.6%	9.6%
African-American	63.2%	33.6%	36.9%	74.5%	71.5%	71.8%	66.7%	57.7%	58.7%	22.1%	32.3%	28.0%	47.0%	14.7%
American Indian/Alaska Native	60.3%	29.8%	35.1%	68.7%	68.6%	68.6%	66.4%	57.1%	58.7%	27.6%	34.4%	33.3%	52.0%	14.0%
Asian	81.2%	57.0%	65.2%	80.0%	83.3%	82.2%	78.9%	79.6%	79.3%	48.6%	64.2%	41.7%	61.9%	21.6%
Filipino	76.9%	49.4%	56.5%	83.3%	78.5%	79.8%	83.2%	73.6%	76.1%	45.1%	60.2%	33.9%	62.6%	N/A
Hispanic	64.3%	37.0%	41.6%	79.3%	75.0%	75.7%	75.4%	65.8%	67.4%	35.6%	47.6%	26.1%	54.6%	15.1%
Pacific Islander	61.5%	33.0%	37.7%	67.7%	68.0%	67.9%	67.1%	55.5%	57.4%	29.5%	39.2%	20.8%	55.6%	17.6%
White	71.5%	44.4%	53.9%	79.7%	75.3%	76.8%	76.9%	68.9%	71.7%	40.8%	52.2%	32.2%	54.5%	15.8%



Transfer Level Achievement	Math			English		
	1-Year		2-Year	1-Year		2-Year
	Cohort Size	Cohort Rate	Cohort Rate	Cohort Size	Cohort Rate	Cohort Rate
All	156,528	18.4%	30.4%	156,528	41.2%	59.3%
Female	80,812	16.8%	29.0%	80,812	42.6%	61.7%
Male	73,788	20.1%	32.0%	73,788	39.7%	56.8%
< 20 years old	130,646	20.1%	32.7%	130,646	43.8%	61.9%
20 to 24 years old	15,875	11.1%	21.0%	15,875	29.0%	46.6%
25 to 39 years old	7,671	8.0%	17.8%	7,671	28.0%	48.0%
40+ years old	2,333	4.1%	10.2%	2,333	22.8%	37.5%
African American	7,556	9.1%	17.9%	7,556	27.4%	45.6%
American Indian/Alaska Native	643	10.6%	19.6%	643	34.5%	50.7%
Asian	14,892	42.3%	58.5%	14,892	45.3%	66.5%
Filipino	5,138	27.3%	42.7%	5,138	47.5%	68.4%
Hispanic	81,218	12.2%	22.7%	81,218	36.2%	54.8%
Pacific Islander	687	9.2%	20.4%	687	29.5%	50.7%
White	37,977	22.4%	36.4%	37,977	51.8%	67.5%



Skills Builder

Median Earnings Change		
		+28.2%
		N=84,768
Disciplines with the highest enrollment	Median % Change	Total N
Administration of Justice	19.9%	9,452
Child Development/Early Care and Education	33.4%	7,679
Accounting	36.4%	7,450
Police Academy	21.8%	5,200
Business and Commerce, General	38.4%	3,322
Fire Technology	29.0%	3,228
Business Management	29.0%	3,209
Office Technology/Office Computer Applications	34.8%	3,181
Emergency Medical Services	47.7%	2,937
Information Technology, General	31.7%	2,297

*: Cohort fewer than 10 students

Demographics		
Gender	Median % Change	Total N
Female	29.2%	37,412
Male	27.7%	46,408
Age	Median % Change	Total N
Under 20	170.2%	4,778
20-24	77.4%	22,308
25-39	25.0%	37,450
40 or over	11.9%	20,196
Ethnicity/Race	Median % Change	Total N
African American	28.3%	4,968
American Indian/Alaska Native	22.2%	467
Asian	31.6%	7,824
Filipino	28.4%	2,474
Hispanic	34.4%	30,485
Pacific Islander	29.3%	444
White	24.0%	31,936

N/A: Cohort has no students.

*: Suppressed to protect student Privacy.

Note: The sum of subgroup counts may not add up to the total count due to missing demographic information.



2018 Irvine Valley College Student Success Scorecard

Irvine Valley College, established in 1985 in Irvine, is one of two colleges in the South Orange County Community College District, the other being Saddleback College in Mission Viejo. The college offers a full complement of programs, from the more traditional liberal arts and sciences to advanced technologies. The success of the college's many programs is demonstrated by its outstanding transfer and completion rates.

Student Information (2016-2017)

Students				23,133
GENDER		RACE/ETHNICITY		
Female	53.0%	African American	1.9%	
Male	44.6%	American Indian/Alaska Native	0.1%	
Unknown Gender	2.4%	Asian	28.6%	
AGE		Filipino	2.8%	
Under 20 years old	30.1%	Hispanic	21.9%	
20 to 24 years old	33.0%	Pacific Islander	0.2%	
25 to 39 years old	19.9%	White	37.8%	
40 or more years old	16.9%	Two or More Races	4.7%	
Unknown Age	0.0%	Unknown Ethnicity	2.0%	

Other Information (2016-2017)

Full-Time Equivalent Students	10,496.7
Credit Sections	3,663
Non-Credit Sections	447
Median Credit Section Size	23
Percentage of Full-Time Faculty	49.7%
Percentage of First-Generation	24.0%
Student Counseling Ratio	432:1

* Insufficient data



CALIFORNIA COMMUNITY COLLEGES STUDENT SUCCESS SCORECARD

2018 Irvine Valley College Student Success Scorecard

Cohort Tracked for Six Years Through 2016-2017	Completion			Persistence			30 Units			Remedial			Career Technical Education
	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Math	English	ESL	
Cohort	80.0%	54.8%	62.8%	83.1%	82.4%	82.6%	84.5%	79.0%	80.8%	42.7%	66.8%	23.6%	57.1%
Female	81.6%	57.2%	65.0%	83.8%	82.1%	82.6%	84.6%	80.9%	82.0%	44.5%	71.1%	21.9%	50.7%
Male	78.5%	52.8%	60.7%	82.6%	82.7%	82.7%	83.9%	77.7%	79.6%	41.3%	63.5%	27.5%	62.7%
Under 20 years old	81.8%	58.0%	65.9%	83.5%	84.0%	83.8%	85.2%	80.5%	82.0%	49.1%	71.2%	70.7%	78.5%
20 to 24 years old	78.9%	39.8%	46.7%	78.9%	69.3%	71.0%	84.2%	67.0%	70.1%	36.2%	56.1%	40.4%	57.9%
25 to 39 years old	41.7%	40.4%	40.6%	83.3%	75.0%	76.6%	83.3%	71.2%	73.4%	39.0%	56.8%	18.6%	37.4%
40 or more years old	22.2%	6.9%	10.5%	66.7%	75.9%	73.7%	44.4%	75.9%	68.4%	26.9%	55.9%	9.3%	35.8%
African-American	100.0%	47.1%	55.0%	100.0%	76.5%	80.0%	100.0%	79.4%	82.5%	25.0%	63.6%	12.5%	53.6%
American Indian/Alaska Native	N/A	50.0%	50.0%	N/A	100.0%	100.0%	N/A	100.0%	100.0%	75.0%	0.0%	N/A	66.7%
Asian	88.5%	68.1%	76.2%	82.4%	85.0%	84.0%	84.5%	88.1%	86.6%	48.6%	70.6%	21.8%	55.3%
Filipino	64.7%	53.5%	56.7%	94.1%	79.1%	83.3%	94.1%	76.7%	81.7%	41.5%	82.8%	16.7%	64.3%
Hispanic	74.5%	46.9%	51.9%	83.0%	83.6%	83.5%	86.2%	76.1%	77.9%	41.9%	59.9%	27.7%	49.3%
Pacific Islander	100.0%	25.0%	40.0%	100.0%	25.0%	40.0%	100.0%	50.0%	60.0%	0.0%	N/A	N/A	100.0%
White	76.2%	56.1%	63.6%	82.6%	81.6%	82.0%	81.9%	78.3%	79.6%	44.6%	70.9%	24.6%	61.6%



Transfer Level Achievement	Math			English		
	1-Year		2-Year	1-Year		2-Year
	Cohort Size	Cohort Rate	Cohort Rate	Cohort Size	Cohort Rate	Cohort Rate
All	1,704	38.8%	54.2%	1,704	40.9%	65.5%
Female	785	33.8%	49.8%	785	45.2%	66.9%
Male	879	42.9%	57.8%	879	37.4%	64.1%
< 20 years old	1,535	40.6%	55.8%	1,535	43.5%	68.5%
20 to 24 years old	98	26.5%	44.9%	98	21.4%	46.9%
25 to 39 years old	52	19.2%	34.6%	52	11.5%	28.8%
40+ years old	19	10.5%	26.3%	19	10.5%	15.8%
African American	34	23.5%	35.3%	34	35.3%	58.8%
American Indian/Alaska Native	*	0.0%	0.0%	*	0.0%	50.0%
Asian	389	57.1%	73.0%	389	43.7%	73.5%
Filipino	71	39.4%	62.0%	71	43.7%	66.2%
Hispanic	502	23.7%	36.3%	502	32.9%	55.6%
Pacific Islander	*	0.0%	50.0%	*	0.0%	50.0%
White	590	40.2%	56.9%	590	45.3%	68.5%



Skills Builder

Median Earnings Change		
		+22.5%
		N=587
Disciplines with the highest enrollment	Median % Change	Total N
Accounting	33.3%	122
Administration of Justice	11.2%	99
Child Development/Early Care and Education	34.1%	68
Real Estate	21.4%	55
Business Management	18.7%	44
Paralegal	14.0%	25
Website Design and Development	14.9%	24
Tax Studies	42.3%	21
Computer Networking	25.6%	17
Health Professions, Transfer Core Curriculum	-18.9%	16

*: Cohort fewer than 10 students

Demographics		
Gender	Median % Change	Total N
Female	26.4%	299
Male	15.8%	270
Age	Median % Change	Total N
Under 20	120.3%	30
20-24	69.7%	148
25-39	17.6%	240
40 or over	10.2%	169
Ethnicity/Race	Median % Change	Total N
African American	8.6%	12
American Indian/Alaska Native	-14.6%	*
Asian	26.6%	155
Filipino	25.4%	23
Hispanic	29.3%	110
Pacific Islander	7.7%	*
White	16.4%	232

N/A: Cohort has no students.

*: Suppressed to protect student Privacy.

Note: The sum of subgroup counts may not add up to the total count due to missing demographic information.



2018 Saddleback College Student Success Scorecard

Saddleback College, founded in 1968, is in Mission Viejo. The college is the largest and oldest member of the South Orange County Community College District. The college provides a Veterans Education Transition Services (VETS) Center, devoted to helping veterans transition from combat to the classroom.

Student Information (2016-2017)

Students				38,559
GENDER		RACE/ETHNICITY		
Female	58.4%	African American	1.6%	
Male	38.9%	American Indian/Alaska Native	0.2%	
Unknown Gender	2.7%	Asian	10.0%	
AGE		Filipino	2.0%	
Under 20 years old	24.0%	Hispanic	22.8%	
20 to 24 years old	27.0%	Pacific Islander	0.2%	
25 to 39 years old	19.2%	White	56.0%	
40 or more years old	29.8%	Two or More Races	4.5%	
Unknown Age	0.0%	Unknown Ethnicity	2.7%	

Other Information (2016-2017)

Full-Time Equivalent Students	16,868.7
Credit Sections	5,443
Non-Credit Sections	846
Median Credit Section Size	23
Percentage of Full-Time Faculty	49.7%
Percentage of First-Generation	24.3%
Student Counseling Ratio	1,296:1

* Insufficient data



2018 Saddleback College Student Success Scorecard

Cohort Tracked for Six Years Through 2016-2017	Completion			Persistence			30 Units			Remedial			Career Technical Education	Career Development & College Preparation
	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Math	English	ESL		
Cohort	70.1%	48.1%	58.2%	83.0%	77.5%	80.0%	80.3%	70.7%	75.1%	40.7%	62.2%	17.6%	52.4%	12.1%
Female	71.4%	51.4%	60.4%	81.8%	77.3%	79.4%	80.9%	73.0%	76.5%	43.7%	63.0%	18.5%	51.3%	14.9%
Male	68.6%	45.3%	56.1%	83.9%	77.9%	80.7%	79.8%	68.6%	73.8%	37.1%	61.4%	16.7%	54.0%	7.2%
Under 20 years old	71.9%	49.9%	60.6%	84.1%	78.8%	81.3%	81.9%	72.3%	77.0%	41.0%	67.3%	50.0%	70.6%	25.0%
20 to 24 years old	57.9%	40.1%	45.2%	64.9%	70.4%	68.8%	64.9%	58.5%	60.3%	32.6%	51.1%	20.0%	56.2%	18.2%
25 to 39 years old	31.0%	38.7%	36.5%	72.4%	66.7%	68.3%	48.3%	64.0%	59.6%	44.2%	55.0%	17.4%	40.4%	14.7%
40 or more years old	38.5%	31.7%	33.3%	76.9%	80.5%	79.6%	61.5%	70.7%	68.5%	51.5%	60.5%	10.9%	37.1%	3.6%
African-American	70.0%	48.1%	51.6%	80.0%	67.3%	69.4%	80.0%	67.3%	69.4%	18.4%	59.2%	0.0%	30.0%	0.0%
American Indian/Alaska Native	66.7%	33.3%	55.6%	83.3%	66.7%	77.8%	50.0%	66.7%	55.6%	0.0%	33.3%	N/A	33.3%	N/A
Asian	81.3%	57.7%	72.0%	90.0%	78.8%	85.6%	87.5%	78.8%	84.1%	68.4%	77.3%	15.0%	47.0%	15.9%
Filipino	82.9%	46.7%	62.5%	94.3%	71.1%	81.3%	94.3%	71.1%	81.3%	57.1%	57.9%	0.0%	47.8%	N/A
Hispanic	65.0%	43.9%	51.4%	83.2%	76.4%	78.8%	82.2%	68.6%	73.5%	35.2%	57.3%	9.6%	52.4%	0.0%
Pacific Islander	100.0%	50.0%	66.7%	100.0%	50.0%	66.7%	100.0%	50.0%	66.7%	50.0%	42.9%	N/A	60.0%	N/A
White	70.5%	49.9%	60.1%	81.8%	79.0%	80.4%	78.7%	71.0%	74.8%	43.1%	64.2%	30.0%	53.7%	16.3%



Transfer Level Achievement	Math			English		
	1-Year		2-Year	1-Year		2-Year
	Cohort Size	Cohort Rate	Cohort Rate	Cohort Size	Cohort Rate	Cohort Rate
All	1,894	25.0%	38.5%	1,894	48.3%	70.3%
Female	878	24.3%	39.1%	878	51.5%	72.7%
Male	983	25.4%	37.8%	983	45.3%	68.2%
< 20 years old	1,666	27.7%	41.8%	1,666	50.8%	73.3%
20 to 24 years old	145	6.9%	14.5%	145	26.2%	47.6%
25 to 39 years old	64	4.7%	17.2%	64	34.4%	53.1%
40+ years old	19	0.0%	0.0%	19	42.1%	42.1%
African American	37	2.7%	13.5%	37	24.3%	45.9%
American Indian/Alaska Native	*	0.0%	0.0%	*	50.0%	100.0%
Asian	87	48.3%	70.1%	87	48.3%	74.7%
Filipino	57	33.3%	43.9%	57	40.4%	71.9%
Hispanic	565	17.3%	29.6%	565	40.0%	64.1%
Pacific Islander	*	25.0%	25.0%	*	25.0%	50.0%
White	1,013	27.8%	42.0%	1,013	54.4%	74.6%



Skills Builder

Median Earnings Change		
		+38.7%
		N=1,175
Disciplines with the highest enrollment	Median % Change	Total N
Child Development/Early Care and Education	59.5%	158
Real Estate	14.7%	115
Infants and Toddlers	61.4%	107
Nutrition, Foods, and Culinary Arts	44.5%	106
Child Development Administration and Management	25.1%	95
Accounting	32.8%	79
Registered Nursing	122.2%	73
Health Occupations, General	21.3%	65
Business Administration	49.4%	50
Software Applications	9.5%	49

*: Cohort fewer than 10 students

Demographics		
Gender	Median % Change	Total N
Female	36.7%	711
Male	43.8%	433
Age	Median % Change	Total N
Under 20	93.4%	53
20-24	70.7%	351
25-39	31.7%	518
40 or over	17.1%	253
Ethnicity/Race	Median % Change	Total N
African American	42.0%	25
American Indian/Alaska Native	17.1%	*
Asian	37.5%	139
Filipino	25.3%	47
Hispanic	43.7%	261
Pacific Islander	21.6%	*
White	38.8%	616

N/A: Cohort has no students.

*: Suppressed to protect student Privacy.

Note: The sum of subgroup counts may not add up to the total count due to missing demographic information.



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

California Community Colleges
Student Success Scorecard
Irvine Valley College
&
Saddleback College

SOCCCD Board of Trustees' Meeting
September 24, 2018

Presented by:
Jennifer Klein, Saddleback College
Loris Fagioli, Irvine Valley College
Denice Inciong, District Services



Student Success Scorecard

College Profile – descriptive statistics for each college as of 2015-2016

Completion



30 Units



Completion

Basic Skills



English
Completion
(Transfer-
level)



Math
Completion
(Transfer-
level)

CTE



Completion



Skills Builder



California Community College Chancellor's Office Metrics

VISION FOR SUCCESS

6 Goals for Meeting California's Needs

Strive to Achieve Goals by 2022

3 of the goals relate to the scorecard metrics

1. **Increase by at least 20 percent the number of CCC students annually who acquire associates degrees, credentials, certificates, or specific skill sets that prepare them for an in-demand job (Completion Rate)**
2. **Increase by 35 percent the number of CCC students transferring annually to a UC or CSU (Completion Rate)**
3. **Increase the percent of exiting CTE students who report being employed in their field of study (Skill Builder)**



California Community College Chancellor's Office Metrics

New Funding Formula

1. **ACCESS:** FTES
2. **EQUITY:** PELL, AB540, PROMISE 25+
3. **SUCCESS:** *Associates Degrees, Associates Degrees for Transfer, Certificates, CTE Units, Transfer, Transfer Level Math and English Completion within one year, and Regional Living Wage Attainment*

Theory of Action

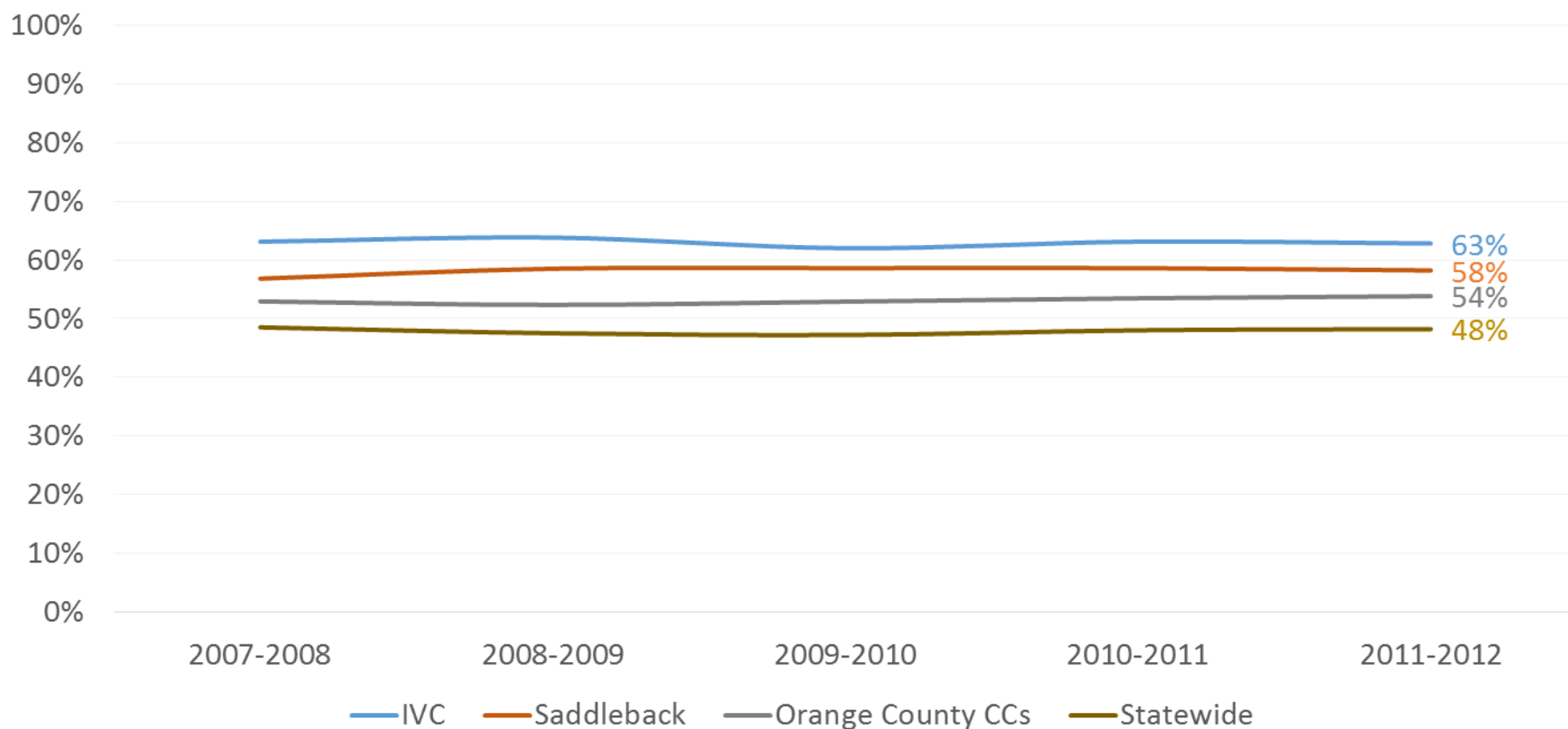
- Funding formulas can encourage progress on state goals through several mechanisms. They can:
 - Create financial incentives for institutions to make progress.
 - Make institutions more aware of state goals.
 - Make institutions more aware of their own performance.
 - Result in institutional capacity to make change.

Dougherty, K. J., Jones, S. M., Lahr, H., Pheatt, L., Natow, R. S., & Reddy, V. (2016). *Performance funding for higher education*. JHU Press.





Overall Completion Rates



Completion Rate is defined as the percentage of first-time students who earn 6 units and who attempt any Math or English in the first three years that achieve a degree/certificate, transferred to a four-year, or achieved "Transfer Prepared" status (student successfully completed 60 UC/CSU transferable units with a GPA \geq 2.0).

Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Overall Completion Rates - Context of the Rate



Irvine Valley College

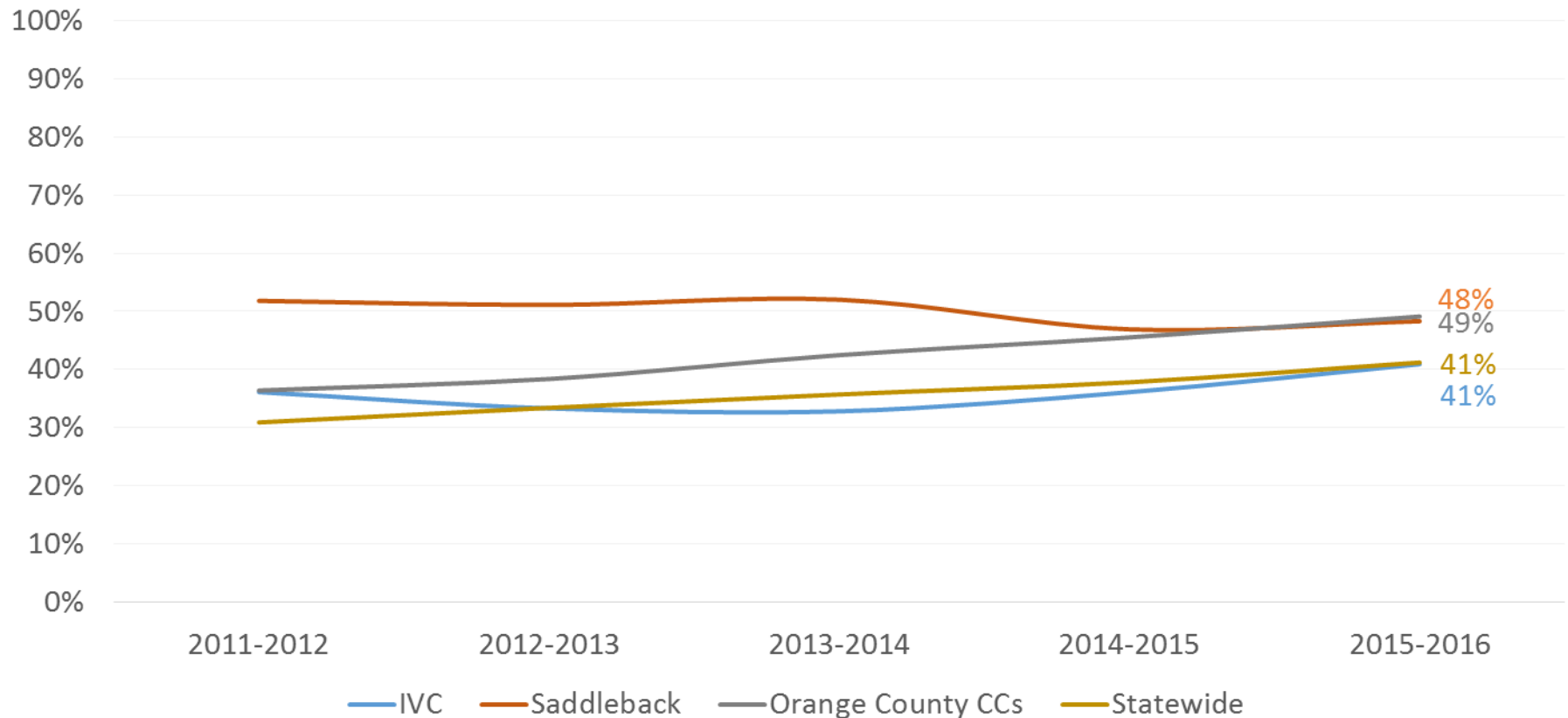


Saddleback College





English Transfer Level Achievement Rate

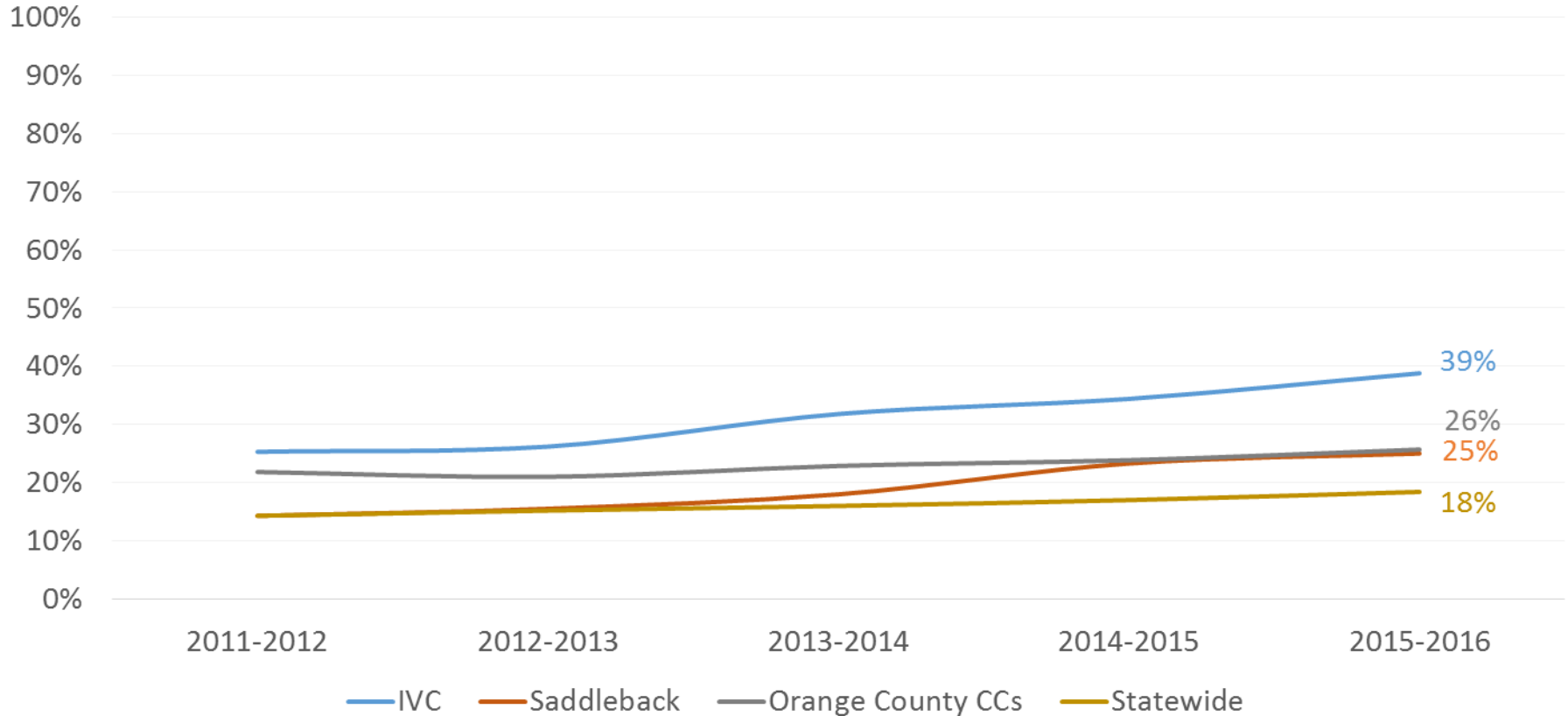


Transfer Level Achievement Rate: The percent of first-time students who complete 6 units and attempt any English in their first year who complete a transfer-level course in English in their first year.

Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Math Transfer Level Achievement Rate

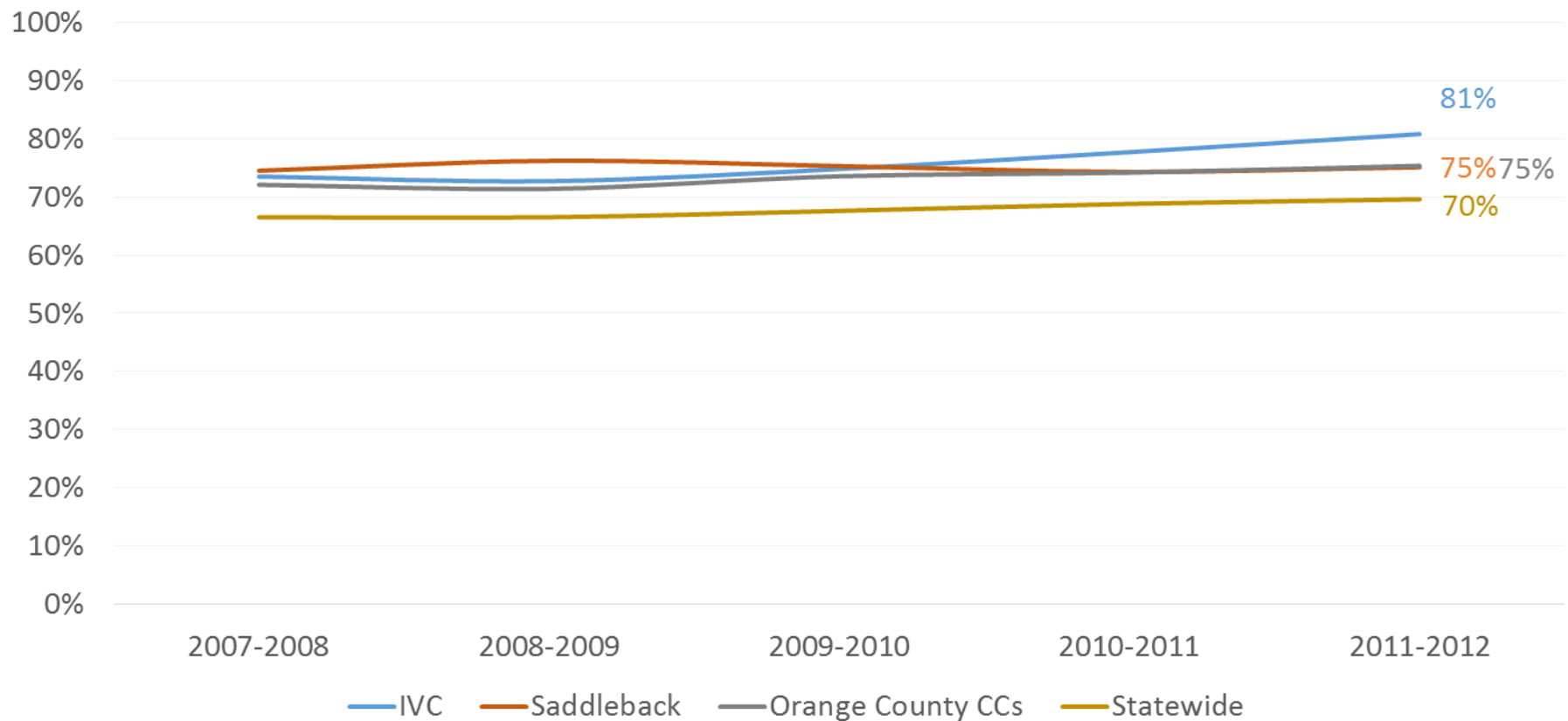


Transfer Level Achievement Rate: The percent of first-time students who complete 6 units and attempt any Math in their first year who complete a transfer-level course in Math in their first year

Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Overall 30 Units Rate

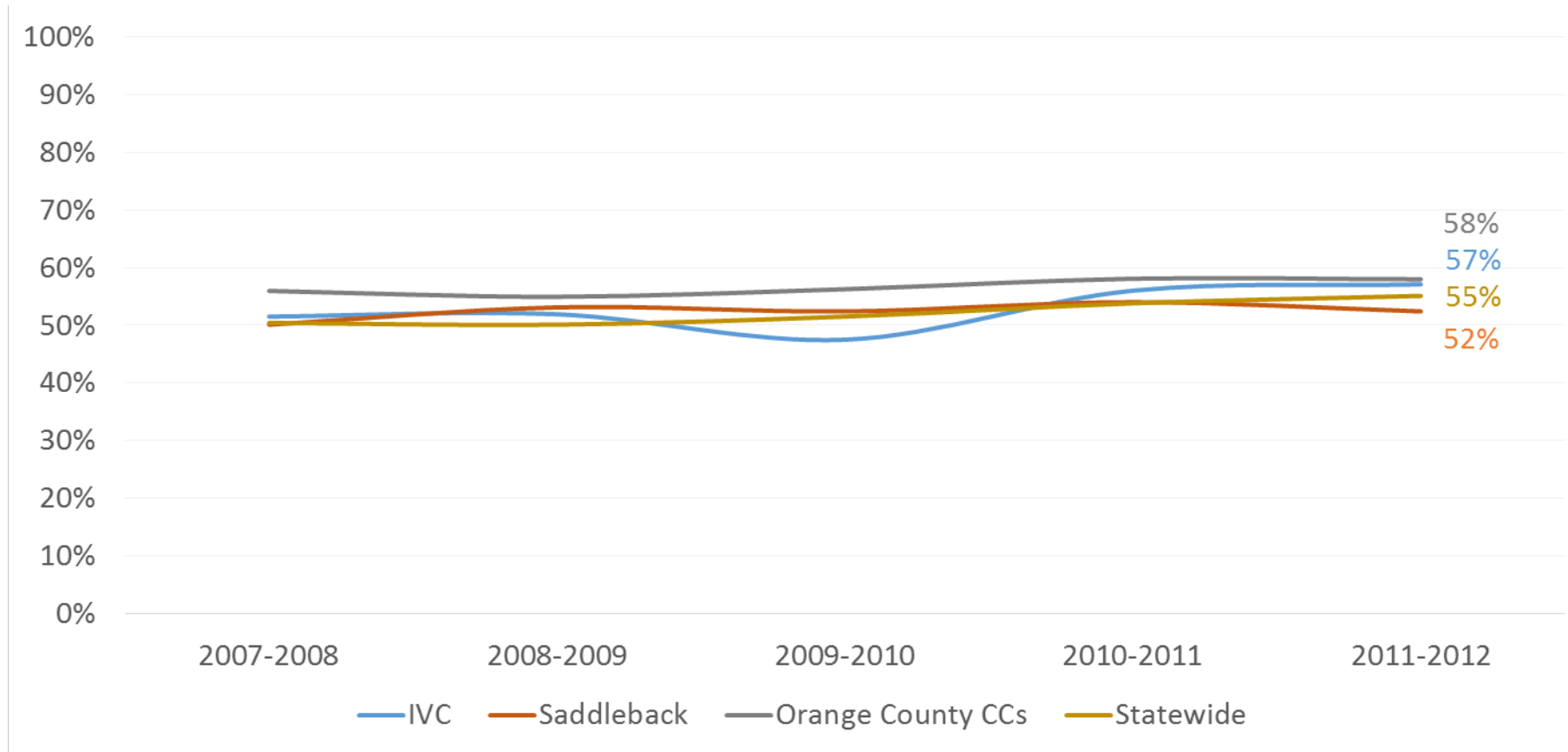


30 Units Rate is defined as the percentage of first-time students with minimum of 6 units earned who attempted any Math or English in the first three years and who earned at least 30 units in the CCC system within six years of entry.

Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Overall CTE Completion Rate



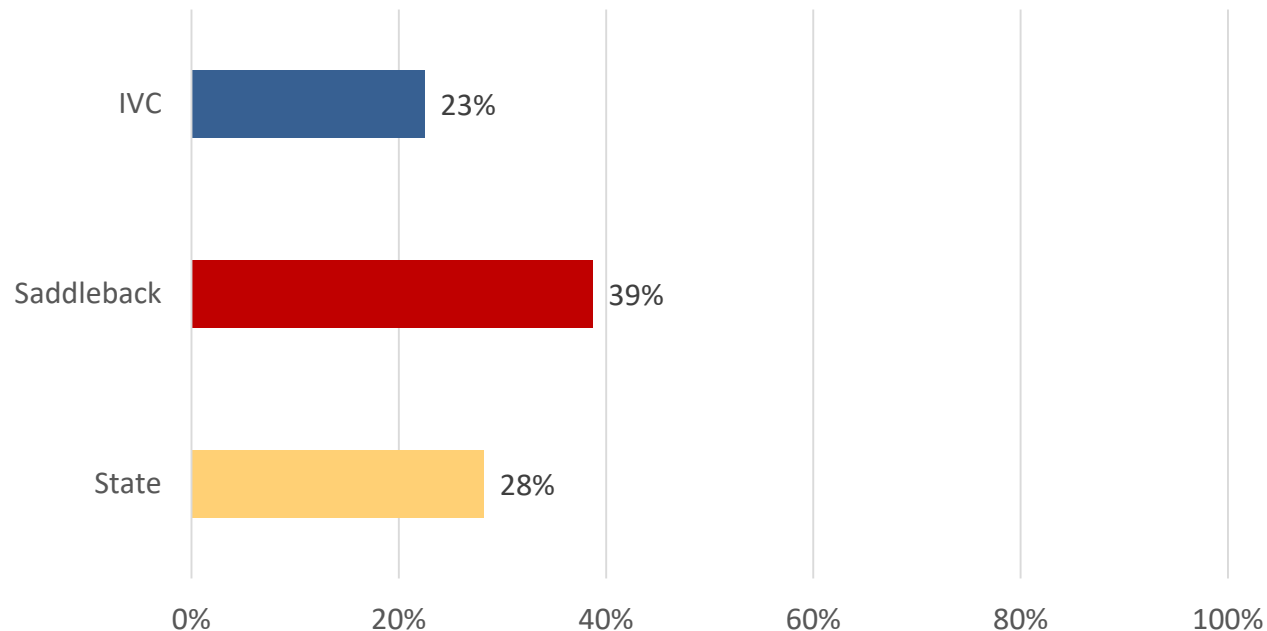
Career Technical Completion Rate (CTE) the percentage of a cohort of students who complete more than 8 CTE units in a single CTE discipline within three years of their first CTE course who, within six years of entering the cohort, transfer, earn a degree or certificate.

Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Overall Skills Builder Rate (2014-2015 cohort year) for Irvine Valley, Saddleback and State

Median percentage change in wages



Skills Builder: The median percentage change in wages for students who completed higher level CTE coursework in 2014-2015 and left the system without receiving any type of traditional outcome such as transfer to a four year college or completion of a degree or certificate.

Source: California Community Colleges Chancellor's Office, Student Success Scorecard
(<http://scorecard.cccco.edu/scorecard.aspx>), September 2018



Top 10 Skills Builder Disciplines (most students)

Irvine Valley College

- Accounting
- Administration of Justice
- Child Development/Early Care and Education
- Real Estate
- Business Management
- Paralegal
- Website Design and Development
- Tax Studies
- Computer Networking
- Health Professions, Transfer

Saddleback College

- Child Development/Early Care and Education
- Real Estate
- Infants and Toddlers
- Nutrition, Foods, and Culinary Arts
- Child Development Administration and Management
- Accounting
- Registered Nursing
- Health Occupations
- Business Administration
- Software Applications

Skills Builder: The median percentage change in wages for students who completed higher level CTE coursework in 2013-2014 and left the system without receiving any type of traditional outcome such as transfer to a four year college or completion of a degree or certificate. Source: California Community Colleges Chancellor's Office, Student Success Scorecard (<http://scorecard.cccco.edu/scorecard.aspx>), June 2017



Performance Assessment

- Irvine Valley College outperforms statewide average on 4 of 6 measures including Completion Rate
- Saddleback outperforms statewide average on 4 of 6 measures including Completion Rate

Overall Assessment

- Many metrics are flat over time and are lagging (time-frame) indicators
 - Chancellor Oakley call to focus on Multiple Measures, Remedial Education, and Guided Pathways to increase completion rates
 - Many effort in the last 2-3 years that include Acceleration, Common Assessment (Multiple Measures), SSSP, and Guided Pathways are expected to lift short-term metrics in the next 2-3 years



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

Discussion/Questions?

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

Minutes from:

August 27, 2018 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
August 27, 2018**

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

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
Jim Buysse, Interim President Saddleback College
Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)**
- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)**
- A. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- B. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- C. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)**
- A. Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)
Lease of Property by District: Portion of Saddleback College site, 28032 Marguerite Parkway, Mission Viejo (Property) also known as ReNew at the Shops.
Negotiating Parties: FPA4 Promenade, LLC
Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified Property.
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)**
- A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1).) (1 potential case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7-0 vote, the board voted to delegate a classified dismissal hearing to a hearing officer to render a proposal decision to the Board.

2.2 Invocation
 Led by Trustee Marcia Milchiker

2.3 Pledge of Allegiance
 Led by Trustee T.J. Prendergast

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

Two public speakers addressed the Board. One public comment on the upcoming Forum by the Saddleback College Pre-Law Society and Associated Student Government. One public comment regarding the history of Emeritus Faculty at the district.

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

Saddleback College

Irvine Valley College

D. Associated Student Government Reports

Irvine Valley College

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.

Trustee Lang requested to remove item 5.3 and Trustee Wright requested to remove item 5.10 from the consent calendar for separate discussion and action.

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

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

Item 5.1
Exhibit A

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

Item 5.2
Exhibit A

- 5.3 SOCCCD: Irvine Valley College Health Center - Concession and New Parking Lot Phase 1A Projects, DSA Inspection Services, TYR, Inc.
Approve the TYR, Inc. agreement for DSA Inspection Services for the Irvine Valley College, Health Center - Concession and New Parking Lot Phase 1A projects, for a not to exceed amount of \$186,660.

Item 5.3
Exhibits A-B

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

- 5.4 SOCCCD: Irvine Valley College Site Work for DSPS Portable Project, Notice of Completion, Amtek Construction
Authorize filing the Notice of Completion for the Irvine Valley College Site Work for DSPS Portable project to Amtek Construction, for a final contract amount of \$85,333.

Item 5.4
Exhibit A

- 5.5 SOCCCD: Dual Enrollment SOCCCD (Irvine Valley College) - Capistrano Unified School District, College and Career Access

Pathways Partnership Agreement, 2018-2020

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

Item 5.5
Exhibit A

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

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

Item 5.6
Exhibit A

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

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

Item 5.7
Exhibit A

- 5.8 SOCCCD: Cooperative Work Experience (CWEE) Plan
Approve the proposed SOCCCD CWEE Plan prepared by the colleges.

Item 5.8
Exhibit A

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

Approve the proposed curriculum changes for the 2018-2019 and 2019-2020 academic years at Saddleback College.

Item 5.9
Exhibits A-B

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

Accept for review and study the Accreditation Follow-up Reports prepared by the colleges.

Item 5.10
Exhibits A-B

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

- 5.11 SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and to donate, recycle or dispose of items not sold at the auction.

Item 5.11
Exhibit A

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

Item 5.12
Exhibit A

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

Item 5.13
Exhibit A

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

Item 5.14
Exhibits A-C

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

Item 5.15
Exhibits A-C

- 5.16 SOCCCD: July 2018 Contracts
Ratify contracts as listed.

Item 5.16
Exhibits A-B

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Energy Services Public Hearing
Open a public hearing and invite members of the public to present their comments with regard to Energy Service Contract.

Item 6.1

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

- 6.2 SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Adopt Resolution No. 18-19, Authorizing Entering into an Energy Service Contract
Adopt Resolution No. 18-19 to authorize entering into an Energy Service Contract, for the Irvine Valley College Prop 39 Clean Energy project.

Item 6.2
Exhibit A

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

- 6.3 SOCCCD: Irvine Valley College Prop 39 Clean Energy Project, Award of Energy Services Contract, Amtek Construction
Approve the Energy Services agreement with Amtek Construction, for the Irvine Valley College Prop 39 Clean Energy project, for a contract total of \$600,932.

Item 6.3
Exhibits A-C

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

- 6.4 SOCCCD: Final Budget for FY 2018-2019
Approve the FY 2018-2019 Adopted Budget as presented.

Item 6.4
Exhibits A-B

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

- 6.5 SOCCCD: ASG Student Government Budgets for FY 2018-2019
Approve the FY 2018-2019 Adopted Student Government Budgets as presented.

Item 6.5
Exhibits A-B

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

- 6.6 SOCCCD: Agreements for Technology and Related Services, Synergy Software Solutions, Inc. and Nimble Consulting
Approve the agreements for technology and related services with Synergy Software Solutions, Inc. for a contract value not to exceed \$215,712 per year and Nimble Consulting for a contract value not to exceed \$274,176 per year for a contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.

Item 6.6
Exhibits A-C

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

Motion to extend meeting to 9:15 p.m.

At 8:52 p.m. a motion was made by Trustee Prendergast, and seconded by Trustee Lang, to extend the time of the meeting to 9:15 p.m. The time extension was approved on a 7 - 0 vote.

- 6.7 SOCCCD: Adopt Resolution No. 18-20, Agreements for Technology and Related Services, with Redisq Technologies, JB Technology Consulting LLC, and i3 Solutions
Adopt Resolution No. 18-20 and enter into agreements for technology and related services with Redisq Technologies for a contract value not to exceed \$165,312 per year, JB Technology Consulting, LLC for a contract value not to exceed \$185,472 per year and i3 Solutions for a contract value of not to exceed \$177,408 per year for the contractual term of September 1, 2018 through August 31, 2019, renewable annually, for up to four (4) additional one-year terms.

Item 6.7
Exhibits A-D

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

- 6.8 SOCCCD: Irvine Valley College Health Center - Concession and New Parking Lot Phase 1A Projects, Construction Management Services, Gafcon, Inc.
Approve the Construction Management Services agreement with Gafcon, Inc., for the Irvine Valley College Health Center - Concession

project and Irvine Valley College New Parking Lot Phase 1A project, in the amount of \$438,336.

Item 6.8
Exhibits A-B

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

- 6.9 SOCCCD: Saddleback College Access Control Project, Phase 1 & 2, DSA Inspection Services, BPI Inspection Services
Approve the DSA Inspection Services agreement with BPI Inspection Services for the Saddleback College Access Control project, Phase 1 & 2, for a not to exceed amount of \$300,000.

Item 6.9
Exhibits A-B

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

- 6.10 SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Design-Build Agreement, McCarthy Building Companies, Inc.
Approve the Design-Build Agreement with McCarthy Building Companies, Inc. for the Saddleback College ATAS Building project, for a total contract amount of \$48,887,045.

Item 6.10
Exhibits A-C

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

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

Item 6.11
Exhibits A-B

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

6.12 SOCCCD: Academic Employee and Classified Administrator Personnel Actions - Regular Items
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Request to Rescind Reduced Contract Request Leave, Resignation/Retirement/Conclusion of Employment.

Item 6.12
Exhibit A

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

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

Item 6.13
Exhibit A

On a motion made by Trustee Whitt and seconded by Trustee Wright, this item was approved on a 6 - 1 vote.

6.14 SOCCCD: Classified Personnel Actions -- Regular Items
Ratify New Personnel Appointments, Authorization to Eliminate a Classified Position and/or Position Number, Authorization to Establish and Announce a Classified Position, Reorganization, Change of Status, Out of Class Assignments for Positions That Are Vacant during Recruitment for Permanent Appointments, Out of Class Assignments for Positions That Are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedule.

Item 6.14
Exhibits A-B

A correction was made to Exhibit A, page 9 of 13, D.1.a.i. The correct effective date should read September 1, 2017.

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

6.15 SOCCCD: Adjustment to the Integrated Salary Schedule for District

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

Item 6.15
Exhibit A

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

6.16 SOCCCD: CSEA Salary Schedule (2018-2019)
Approve the increases to the CSEA salary schedule for 2018 - 2019.

Item 6.16
Exhibit A

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

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
Status of current construction projects.

Item 7.3

Exhibit A

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

Item 7.4

Exhibit A

- 7.5 SOCCCD: Quarterly Investment Report
Report for period June 30, 2018.

Item 7.5

- 7.6 SOCCCD: Quarterly Financial Status Report
Report for period June 30, 2018.

Item 7.6

Exhibit A

- 7.7 SOCCCD: Basic Aid
Report for period ending June 30, 2018.

Item 7.7

Exhibit A

- 7.8 SOCCCD: Retiree (OPEB) Trust Fund
Report for period ending June 30, 2018.

Item 7.8

Exhibit A

- 7.9 SOCCCD: Pension Stabilization Trust Fund
Report for period ending June 30, 2018.

Item 7.9

Exhibit A

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.

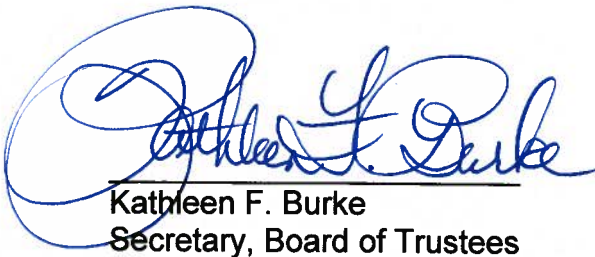
- A. Saddleback College Academic Senate
- B. Faculty Association

- 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.

The meeting was adjourned at 9:13 p.m. in memory of Christina Brewer, a retired Saddleback College Anthropology Professor who passed away on August 5.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Revised Curriculum for the 2018-19 and 2019-20 Academic Years

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2018-19 and 2019-20 academic years. Exhibit A includes revised programs for academic year 2018-19. Exhibit B includes revised and deleted courses and Exhibit C includes revised programs for academic year 2019-20. The revised and deleted curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2018-19 academic year at Saddleback College as listed in Exhibit A and the proposed curriculum changes for the 2019-20 academic year as listed in Exhibits B and C.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Marine Science Technician
Certificate of Achievement

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities.

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Courses

Course ID	Title	Units
ENV 18	Introduction to Ecology	4
or		
BIO 19*	Marine Biology	4
or		
MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select from Restricted Electives	15
Total Units for the Certificate		23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3
MST 216	USCG Master License and Examination Preparation Course	3
MST 218*	Electronic Aids to Navigation	3
MST 219*	Marine Ecological Survey/GIS	3

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

Revised
Marine Science Technician
Certificate of Achievement

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.

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

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Courses

Course ID	Title	Units
ENV 18	Introduction to Ecology	4
or		
BIO 19*	Marine Biology	4
or		
MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select <u>5 Courses</u> from Restricted Electives	14-15
Total Units for the Certificate		22-23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3
MST 216	USCG Master License and Examination Preparation Course	3
MST 218*	Electronic Aids to Navigation	3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Current
Marine Science Technician
Associate in Science

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities.

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Courses

Course ID	Title	Units
ENV 18	Introduction to Ecology	4
or		
BIO 19*	Marine Biology	4
or		
MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select from Restricted Electives	15
Total Units for the Major		23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3
MST 216	USCG Master License and Examination Preparation Course	3
MST 218*	Electronic Aids to Navigation	3
MST 219*	Marine Ecological Survey/GIS	3

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Revised
Marine Science Technician
Associate of Science

Rapid growth of the field of marine environmental management in Southern California brings demand for marine science technicians having the practical seamanship skills of navigation, vessel operation, marine systems and equipment maintenance, as well as scientific expertise. **Upon completion of this program, students will be prepared to pass the United States Coast Guard (USCG) examination to receive a USCG Master or Mate license with a scope of 25-100 gross tons.** Flexibility in study areas of concentration allows for tailoring coursework to specific employment opportunities **including marine science technicians, watercraft service attendants, and water transportation workers, such as motorboat operators.**

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

Classroom work in oceanographic disciplines is combined with seagoing laboratory experience aboard marine research vessels, both sail and power. The program is designed to develop a solid educational foundation so that graduates will be prepared to work closely with scientists, researchers, engineers, and marine survey and operations personnel as they endeavor to manage this enormous resource for the good of mankind.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Develop piloting and navigational skills required to properly navigate vessels in harbors, near shore, and open waters.
- Perform advanced seamanship techniques using current technology and electronic navigational instruments.
- Demonstrate spatial analysis of data and identify problems with acquisition and accuracy of data in marine ecological surveys.

Required Courses

Course ID	Title	Units
ENV 18	Introduction to Ecology	4
or		
BIO 19*	Marine Biology	4
or		
MS 4	Southern California Coastal Ecology	4
MS 20	Introduction to Oceanography	4
	Select 5 Courses from Restricted Electives	14-15
Total Units for the Major		22-23

Restricted Electives

MST 201	Marlinspike Seamanship	2
MST 202	Marine Weather	3
MST 210	Coastal Navigation	3
MST 211	Celestial Navigation	3
MST 212	Sailing, Seamanship, and Boating Safety	3
MST 214A*	Intermediate Ocean Sailing	3
MST 214B*	Advanced Cruising Under Sail	3
MST 215*	Vessel Command and Organization	3
MST 216	USCG Master License and Examination Preparation Course	3
MST 218*	Electronic Aids to Navigation	3

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

**Current
Theatre Arts
Associate in Arts for Transfer**

The Associate in Arts in Theatre Arts for Transfer degree will provide ~~the student~~ a broad introduction to making theatre. This degree is designed for ~~the student~~ with an interest in pursuing theatre as a profession who ~~has~~ not yet decided where to specialize. As such ~~the student~~ will receive a broad overview of the many aspects of theatre, including performance, design, theatre history, lighting, costumes, and stagecraft. Students who complete the Associate in Arts in Theatre Arts for transfer degree receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize standard practices of ensemble playing in a rehearsal/performance environment.
- Compare and analyze the theories and techniques of acting from a historical perspective.
- Analyze texts and scripts as they pertain to performance.
- Demonstrate skill for technical aspects of acting, including physical, vocal, imaginative, analytical and emotional elements.
- Compare and contrast theatrical periods and styles in terms of acting, directing, playwriting, and technical elements.
- Apply imagination and character analysis to identify and describe the personality and motivations of a given character.
- Apply technical processes, including lighting, set, costume, and/or stage make-up design, as they pertain to a given dramatic script.

Required Core Courses: (9-10 units)

Course ID	Title	Units
TA 20	Theatre Appreciation	3
TA 1	Fundamentals of Acting	3

Select 3-4 units in Rehearsal and Performance Production; courses may be repeated:

TA 15*	Rehearsal and Performance: Drama	2
TA 16*	Rehearsal and Performance: Comedy	2
TA 17*	Rehearsal and Performance: Mixed Genres	2
TA 18*	Rehearsal and Performance: Dance	1
TA 113*	Rehearsal and Performance: Children's Theatre	2

OR

Select a maximum of 3 units in Technical Theatre in Production

ETT 142*	Theatre Production	1
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List A: Select three courses (9 units)

TA 2*	Scene Study I	3
ETT 41*	Stage Lighting	3
ETT 42	Costume Design	3
ETT 40	Stagecraft	4
TA 15*	Rehearsal and Performance: Drama	2
TA 16*	Rehearsal and Performance: Comedy	2
TA 17*	Rehearsal and Performance: Mixed Genres	2
TA 18*	Rehearsal and Performance: Dance	1
TA 113*	Rehearsal and Performance: Children's Theatre	2
ETT 142*	Theatre Production	1

Total Units for the Major 18-19

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

~~*A maximum of three units may be taken in Rehearsal and Performance Production (TA 15, TA 16, TA 17, TA 18, TA 113) OR Technical Theatre in Production (ETT 142) to be counted toward List A requirements. Courses taken to fulfill core requirements may not be taken again to meet List A requirements.~~

**Revised
Theatre Arts
Associate in Arts for Transfer**

The Associate in Arts in Theatre Arts for Transfer degree will provide **students with** a broad introduction to making theatre. This degree is designed for **students** with an interest in pursuing theatre as a profession who **have** not yet decided where to specialize. As such, **students** will receive a broad overview of the many aspects of theatre, including performance, design, theatre history, lighting, costumes, and stagecraft. Students who complete the Associate in Arts in Theatre Arts for transfer degree receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Recognize standard practices of ensemble playing in a rehearsal/performance environment.
- Compare and analyze the theories and techniques of acting from a historical perspective.
- Analyze texts and scripts as they pertain to performance.
- Demonstrate skill for technical aspects of acting, including physical, vocal, imaginative, analytical and emotional elements.
- Compare and contrast theatrical periods and styles in terms of acting, directing, playwriting, and technical elements.
- Apply imagination and character analysis to identify and describe the personality and motivations of a given character.
- Apply technical processes, including lighting, set, costume, and/or stage make-up design, as they pertain to a given dramatic script.

Graduation Requirements

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

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

Required Core Courses: (9 units)

Course ID	Title	Units
TA 20	Theatre Appreciation	3
OR		
TA 25	Theatre History - Primitive to Renaissance	3
TA 1	Fundamentals of Acting	3

Complete 3 units in Technical Theatre in Production

ETT 142*	Theatre Production	1
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List A: Select three courses (9 units)

TA 2*	Scene Study I	3
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
TA 43	Stage Make-Up	3
ETT 40	Stagecraft	3

Total Units for the Major 18

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2018-2019

Exhibit A
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Division	Program Control Number	Program Title	Action Taken
			TOP code=numerical classification code used to assign programs and courses to disciplines
HS	22933	Medical Laboratory Technician Certificate of Achievement	TOP code fr 1208.00 – Medical Assisting to <u>1205.00 - Medical Laboratory Technology</u>
HS	19551	Medical Laboratory Technician Associate of Science	TOP code fr 1208.00 – Medical Assisting to <u>1205.00 - Medical Laboratory Technology</u>

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit B
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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	AUTO 100	120010.00	AUTO. FUNDAMENTALS	assign, txt
ATAS	AUTO 101	120020.00	AUTO ELECTRIC SYSTEMS	txt
ATAS	AUTO 102	120030.00	ENGINE PERF-IGN	txt
ATAS	AUTO 103	120040.00	ENGINE PERF-EMISSIONS	txt
ATAS	AUTO 104A	120050.00	AUTOMOTIVE ENGINES	txt
ATAS	AUTO 104B	120060.00	AUTOMOTIVE ENGINES	txt
ATAS	AUTO 105	120070.00	AUTO POWER TRAIN	txt
ATAS	AUTO 106A	120080.00	AUTO SUSP AND ALIGN	txt
ATAS	AUTO 106B	428167.00	AUTOMOTIVE BRAKE SYS	txt
ATAS	AUTO 107	120090.00	AUTO TRANSMISSION	txt
ATAS	AUTO 108	120100.00	AUTO AIR CONDITIONING	txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit B
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ATAS	AUTO 109	120110.00	CLEAN AIR CAR COURSE	SLOs, txt
ATAS	AUTO 201	433655.00	ADV AUTO ELECTRICAL	txt
ATAS	AUTO 202	433707.00	ADV ENG PERF DIAG	sr
ATAS	AUTO 204A	429274.00	ENGN BLPRNTNG-ROT ASM	txt
ATAS	AUTO 204B	992485.00	ENGINE BLUEPRINTING	SLOs, txt
ATAS	AUTO 205	433053.00	SMOG UPDATE TRAINING	tps, lrng obj, txt
ATAS	AUTO 226	450026.00	AUTO SERV CONSULTANT	txt
ATAS	AUTO 227	450147.00	AUTO SERVICE MGMT	sr
ATAS	AUTO 228	450025.00	ADV VEHICLE PERFORM	txt
ATAS	AUTO 229	450113.00	DIESEL TECHNOLOGY	sr
ATAS	AUTO 232	992629.00	DIESEL SYSTEMS TECH	sr
ATAS	CMT 220	260090.00	COMPUTER MAINT-REPAIR	tps, assign
ATAS	CMT 225	430338.00	COMPUTER REPAIR II	cat desc, sch desc, tps, SLOs, val
ATAS	CWE 180	429990.00	CO-OP-ED COMP MT TECH	SLOs, txt, pcs fr program applicable to <u>not program applicable</u>
ATAS	CWE 180	429991.00	CO-OP-ED COMP MT TECH	SLOs, txt, pcs fr program applicable to <u>not program applicable</u>
ATAS	FN 64	338100.00	NUTRITION ISSUES	SLOs, assign, txt
ATAS	FN 120	338020.00	SUSTAINABLE MEALS	txt
ATAS	FN 160	338060.00	WT MGT EATING DISORD	SLOs
ATAS	FN 205	992481.00	NUTRTN FOR CULN PROF	txt
ATAS	FN 210	450202.00	SERVSAFE	cat desc, sch desc, txt
ATAS	FN 220	338160.10	FR BISTRO CUISINE	cat desc
ATAS	FN 222	338180.00	CHINESE CUISINE	moe, assign
ATAS	FN 226	338195.00	MEXICAN CUISINE	txt
ATAS	FN 230	338197.00	VEGETARIAN CUISINE	txt
ATAS	FN 261	992579.00	INTERNSHIP	txt
ATAS	HORT 112	18170.00	PLANT PROPAGATION	tps, lrng obj, SLOs
ATAS	HORT 115	429488.00	HISTORY OF LAND. DSGN	sr
ATAS	HORT 120	428772.00	PEST MANAGEMENT	sr
ATAS	HORT 140	992782.00	BUSINESS ASPECTS	SLOs
ATAS	HORT 145B	18094.00	LNDSCPE EDIBLE GARDEN	SLOs
ATAS	HORT 145C	18093.00	LNDSP E THERAP GARDEN	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign
ATAS	MFG 200	433650.00	INTRO TO RAPID PROTO	txt
ATAS	MFG 201	433766.00	ADV CAD MODEL TOOLING	assign, txt
ATAS	MST 210	512300.00	COASTAL NAVIGATION	txt
ATAS	MST 211	512310.00	CELESTIAL NAVIGATION	txt
ATAS	MST 216	430431.00	USCG LICENSE PREP	sr
ATAS	TOUR 259	842086.00	AIRLINE COMPUT TRAIING	cat desc, sch desc
ATAS	TOUR 260	432577.00	ADV AIRLINE COMP TRN	cat desc, sch desc
BUS	ACCT 1A	601000.00	FINANCIAL ACCOUNTING	SLOs, txt
BUS	ACCT 1B	602000.00	MANAGERIAL ACCOUNTING	SLOs, txt
BUS	ACCT 120	428465.00	INTRO FINANCIAL PLAN	SLOs, moe, txt
BUS	ACCT 202A	608000.00	INTERMED ACCOUNT I	SLOs, txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit B
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BUS	ACCT 202B	609000.00	INTERM ACCOUNTING II	SLOs, txt
BUS	ACCT 203	610000.00	COST ACCOUNTING	SLOs
BUS	ACCT 208	542167.00	GVT. AND NON-PROFIT	sr
BUS	ACCT 210	650751.00	ACCOUNTING ETHICS	sch desc, SLOs
BUS	ACCT 214	603000.05	BUS ANALYSIS & CALC	SLOs, moe, txt
BUS	ACCT 215	613000.05	GENERAL ACCOUNTING	sr
BUS	ACCT 217	616000.00	PRTNSHP & CORP TAX	SLOs
BUS	ACCT 221	992486.00	ACCOUNT INFO SYS	cat desc, SLOs,
BUS	ACCT 235	450146.00	ENTREPREN ACCOUNTING	SLOs, txt
BUS	ACCT 275	430483.00	AUDITING	SLOs, val
BUS	BUS 13	650745.00	LGL ENVIRON & BUS LAW	SLOs, txt
BUS	BUS 16	431677.00	PERSONAL, STREET LAW	SLOs
BUS	BUS 102	500030.05	ORAL BUSN COMMUNICTNS	SLOs, txt
BUS	BUS 105	428170.00	SOCIAL MEDIA MARKETING	cat desc, sch desc, lrng obj, SLOs, txt
BUS	BUS 107	650748.00	INNOVATION AND NEW PRODUCT DEVELOPMENT	SLOs
BUS	BUS 108	650744.00	SOCIAL ENTREPRENRSH	dc
BUS	BUS 111	650747.00	BUS SUSTNBLTY STRATGS	dc
BUS	BUS 136	500180.00	PRINCIPLES OF RETAILING	SLOs, txt
BUS	BUS 137	500190.00	PROF SELLING FUND	SLOs, txt
BUS	BUS 138	500200.00	ADVERTISING	sr
BUS	BUS 150	428228.00	INTERNATIONAL BUSINESS	SLOs, txt
BUS	CWE 180	429980.00	CO-OP-ED-BUS	SLOs
BUS	CWE 180	431090.00	CO-OP-ED-BUS	SLOs
BUS	CWE 180	431092.00	CO-OP-ED-BUS	SLOs
BUS	CWE 180	431108.00	CO-OP-ED-BUS	SLOs
BUS	CIM 1	192010.05	COMPUTER INFO SYSTEMS	cat desc, sch desc, tps, lrng obj, txt
BUS	CIM 112	192300.05	MICROSOFT OFFICE	txt
BUS	CIM 121A	192290.05	KEYBDG FOR COMP - BEG	SLOs, txt
BUS	CIM 121B	192290.40	KEYBDG FOR COMP-INTER	txt, val
BUS	CIM 121C	192290.45	KEYBDG FOR COMP - ADV	txt, val
BUS	CIMA 102	431695.00	WORD PROCESSING-WORD	txt
BUS	CIMA 104	431697.00	SPREADSHEETS - EXCEL	SLOs, txt
BUS	CIMA 106	431698.00	DATABASE - ACCESS	txt
BUS	CIMA 108	192402.10	BUS PRES - POWERPOINT	txt
BUS	CIMA 202	405001.00	ADV WORD PROC - WORD	txt
BUS	CIMA 204	992714.00	ADV SPREADSHEET EXCEL	cat desc, SLOs, txt
BUS	CIMA 206	405002.00	ADV DATABASE - ACCESS	txt
BUS	CIMA 288	433988.00	DATABASE REPORTING	cat desc, sch desc, tps, SLOs
BUS	CIMP 115	433995.00	BUSINESS PROG--C#	cat desc, tps, txt
BUS	CIMP 210	374055.00	MS SQL BUS DEVEL	SLOs, txt
BUS	CIMP 220	405000.00	ANDROID APPS--BEG	cat desc, tps
BUS	CIMP 222	410033.00	ANDROID APPS ADV	cat desc, tps
BUS	CIMP 235	410035.00	IPHONE/IPAD PROG BEG	cat desc, sch desc, tps, assign
BUS	CIMP 241	410036.00	CLOUD COMPUTING	txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit B
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BUS	CIMP 5	192280.05	BUS PROG I-VIS BASIC	SLOs, txt
BUS	CIMW 100B	433032.20	WEB SITE DEV-HTML-ADV	cat desc, sch desc, SLOs, moe, val
BUS	RE 174	740050.00	LEGAL ASPECTS OF RE	txt
BUS	RE 175	740070.00	REAL ESTATE FINANCE	txt
BUS	RE 176A	740080.00	RE APPRAISAL I	txt
BUS	RE 176C	992431.00	RE APPRAISAL III	assign, txt
BUS	RE 178	740100.00	REAL ESTATE ECONOMICS	assign
BUS	RE 195	740190.00	PROPERTY MANAGEMENT	txt
BUS	RE 200	429604.00	UNIF STANDARDS-USPAP	moe, assign, txt
BUS	RE 202	433673.00	CMPTR APPLICATION RE	assign, txt
BUS	RE 280	431685.00	MORT LOAN BROKER/LEND	txt
FAMT	CTVR 40	180260.10	TV/FILM SCRIPTWRTG I	tps, assign
FAMT	CTVR 100	432578.00	INTRO CINEMA,TV,RADIO	tps, txt
FAMT	CTVR 110	180020.00	AUDIO PRODUCTION	tps, assign, txt
FAMT	CTVR 111	180030.00	AUDIO/SOUND DESIGN	tps, lrng obj, SLOs, assign, txt
FAMT	CTVR 114	180050.00	RADIO STATION ACTIV.	cat desc, tps, lrng obj, moe, assign, val
FAMT	CTVR 138	500200.05	ADVERTISING	SLOs
FAMT	CTVR 140	180260.20	TV/FILM SCRIPTWRITING	tps, SLOs, assign
FAMT	CTVR 151	430722.00	NON-LINEAR EDITING I	lrng obj, assign, txt
FAMT	CWE 180	405008.00	CO-OP-ED CTVR	moe, assign
FAMT	CWE 180	429361.00	CO-OP-ED CTVR	tps, SLOs, moe, assign
FAMT	CWE 180	429745.00	CO-OP-ED COM MUSIC	sr
FAMT	MUS 234	992487.00	SATB COMMUNITY CHORAL	dc
FAMT	TA 26	824040.00	THEA HIST:RENAS-CONT	dc
FAMT	TA 153	433398.10	SUMMER CONSERV:MID 20	dc
HS	HS 182	429245.00	SUBST.ABUSE CHILD/AD	sr
HS	HS 184	422190.10	MED--EATING DISORDERS	txt
HS	HS 220	450203.00	BENEFITS ENTITLEMENT	SLOs, assign
HS	HSC 227	430827.00	PALS	tps, lrng obj, txt, SLOs, moe, assign
HS	HSC 228	386435.00	CALC FOR MEDS	tps, lrng obj, txt
HS	MLT 210	450148.00	INTRO CLIN LAB PROF	tps
HS	MLT 211	450149.00	BASIC LAB PROCEDURES	tps, moe
HS	MLT 230	992622.00	CLINICAL CHEMISTRY	tps, lrns obj, SLOs, moe, txt
HS	MLT 232	450156.00	CLINICAL MICROBIOLOGY	tps, assign, txt, val
HS	MLT 235	450150.00	CLINICAL URINALYSIS	tps, moe, assign, txt, val
HS	MLT 236	992623.00	CLINICAL HEMATOLOGY AND COAGULATION	assign
HS	MLT 242	450157.00	CLINICAL CHEMISTRY PRACTICUM	txt
HS	MLT 244	450158.00	CLINICAL HEMATOLOGY, COAGULATION, AND URINALYSIS PRACTICUM	sr
HS	MLT 252	450159.00	CLINICAL MICROBIOLOGY PRACTICUM	txt
LA	JRN 2	464030.00	NEWS WRITING	assign, txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2019-2020

Exhibit B
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LA	HUM 22	428090.00	GODS, CLOCKS, AND VISIONS	dc
LR	TU 100	848010.00	FUND TUTORING	dc
MSE	BIO 210	992520.00	BASICS OF BIOLOGY A	dc
MSE	BIO 211	992524.00	BASICS OF BIOLOGY B	dc
SS	ANTH 14	430512.00	INTRO VISUAL CULTURE	dc
SS	HIST 41	434290.00	ENGL HIST SINCE 1588	dc
SS	HIST 61	404320.00	HIST & POL OF RUSSIA	dc

Current Business Communication Skills Certificate of Achievement

Completion of this certificate provides students with the competencies needed for successful oral and written communication in workplace settings. The program emphasizes the skills demanded by employers regardless of industry. Students learn to create business documents, use effective interpersonal skills, and apply listening skills. This program prepares students for entry- to mid-level jobs in office work and other business areas that require strong communication skills. Furthermore, the required courses of this certificate apply toward the more in-depth certificate (25-27.5 units) in business communications.

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~Apply principles, planning, organization, and styles to written and oral business communications, including proper consideration of ethical, cultural, gender, and other aspects of the communication.~~
- Create appropriate written business documents, such as letters, memorandums, reports, proposals, requests for proposals (RFPs), instructions, employment-related documents, as well as email and other online written business communications. They will use correct grammar, style, and format.
- Orally communicate clearly, effectively, and appropriately, including critical listening, communication with workplace superiors, coworkers, customers, clients; use telephone, webinar, and other online communications; use teamwork, meeting, and leadership skills, interviewing, business etiquette, presentations, as well as nonverbal communications.
- Behave in a professional manner appropriate to organizational expectations, including the exercise of initiative and self-direction and observation of laws, rules, and ethical practices.
- ~~Apply analytical and organizational skills, including the ability to exercise judgment, manage finances and solve workplace problems, as well as ability to manage time and prioritize tasks.~~

Course ID	Title	Units
BUS 102	Oral Business Communications	3
BUS 104*	Business Communications	3
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 196	Workplace Success Skills	1
Select from Restricted Electives:		3-4.5

Restricted Electives: Select 3-4.5 units from the following courses

BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment and Business Law	3
BUS 16	Personal Law, Street Law	3
BUS 105	Social Media Marketing	3
BUS 125	Human Relations in Business	3
BUS 135	Marketing	3
BUS 160	Entrepreneurship	3
CWE 180	CO-OP-ED Business	1-3
CIM 112	Microsoft Office	3
CIMA 102	Word Processing – Word	3
CIMA 102A	Word Processing – Word Beginning	1.5
CIMA 102B	Word Processing – Word Advanced	1.5
CIMA 108	Business Presentations - PowerPoint	3
SP-5	Interpersonal Communication	3
SP-20	Intercultural Communication	3

Total Units for the Certificate **13-15.5**

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

Revised Business Communication Skills Certificate of Achievement

Completion of the Business Communication Skills low-unit certificate prepares students to use effective workplace communications, written and oral. Effective documents, reports, and other written communications, internal and external, print and electronic, are emphasized. Students learn to communicate clearly, use effective interpersonal skills, and apply listening skills, all for the business environment. While a vast array of occupations require communications skills, occupations specific to communications include, but are not limited to, Media and Communication workers, Public Relations Assistants, Sales and Marketing Assistants, Office Assistants, Event Planners, Dispatchers, Fundraising Specialists, and Supervisors. Provides a foundation for the larger (23-26 units) Business Communications Certificate.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Effectively and appropriately apply principles, planning, organization, and styles to written and oral business communications, including proper consideration of ethical, cultural, gender, and other aspects of the communication.
- Create appropriate written business documents, such as letters, memorandums, reports, proposals, requests for proposals (RFPs), instructions, employment-related documents, as well as email and other online written business communications. Use correct grammar, style, and format.
- Orally communicate clearly, effectively, and appropriately, including critical listening, communication with workplace superiors, coworkers, customers, clients; use telephone, webinar, and other online communications; use teamwork, meeting, and leadership skills, interviewing, business etiquette, presentations, as well as nonverbal communications.
- Behave in a professional manner appropriate to organizational expectations, including the exercise of initiative and self-direction and observation of laws, rules, and ethical practices.

Course ID	Title	Units
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 102	Oral Business Communications	3
BUS 104*	Business Communications	3
BUS 196	Workplace Success Skills	1
Select from Restricted Electives:		1-3
Total Units for the Certificate:		11-14

Restricted Electives: Select 1-3 units from the following courses

BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment and Business Law	3
BUS 16	Personal Law, Street Law	3
BUS 105	Social Media Marketing	3
BUS 125	Human Relations	3
BUS 135	Marketing	3
BUS 160	Entrepreneurship	3
CWE 180	CO-OP-ED Business	1-3
CIM 112	Microsoft Office	3
CIMA 102	Word Processing – Word	3
CIMA 108	Business Presentations - PowerPoint	3
COMM 5	Interpersonal Communication	3
COMM 20	Intercultural Communication	3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current
Business Communications
Certificate of Achievement

Completion of the Business Communication Certificate prepares students to use effective workplace communications, written and oral. Effective documents, reports, and other written communications, internal and external, print and electronic, are emphasized. Students learn to communicate clearly, use effective interpersonal skills, and apply listening skills, all for the business environment. While a vast array of occupations requires communications skills, occupations *specific* to communications include, but are not limited to, Media and Communication workers, Public Relations Assistants, Sales and Marketing Assistants, Office Assistants, Event Planners, Dispatchers, Fundraising Specialists, and Supervisors.

~~This certificate builds or "stacks" onto the Business Communication Skills Certificate and adds depth to students' familiarity with business functions and environments that provide the contexts for communications.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- ~~• Apply principles, planning, organization, and styles to written and oral business communications, including consideration of ethical, cultural, gender, and other aspects of the communication.~~
- ~~• Use principles of effective business communication to create written business documents, such as letters, memorandums, reports, proposals, requests for proposals (RFPs), instructions, employment-related documents, as well as email and other online written business communications. They will use correct grammar, style, and format.~~
- Orally communicate clearly, effectively, and appropriately, including critical listening, communication with workplace superiors, coworkers, customers, clients; use telephone, webinar, and other online communications; use teamwork, meeting, and leadership skills; use appropriate interviewing techniques, business etiquette, presentation skills, as well as nonverbal communications.
- ~~• Consider relevant fundamentals of legal systems, and social, ethical, and political forces affecting the operation and communications of businesses; apply familiarity with the functions of business including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate, to business communications.~~
- Integrate expertise in technical knowledge and skills with thinking and reasoning strategies to create, innovate, and devise solutions.
- ~~• Behave in a professional manner appropriate to organizational expectations, including the exercise of initiative and self-direction and observation of laws, rules, and ethical practices.~~
- ~~• Create classic and contemporary marketing communications, including product and service planning, pricing, distribution, promotion, and uses of new technologies, including social media and e-commerce.~~

Course ID	Title	Units
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment and Business Law	3
BUS 102	Oral Business Communications	3
BUS 104*	Business Communications	3
BUS 103	Business English	3

Revised
Business Communications
Certificate of Achievement

Completion of the Business Communication Certificate prepares students to use effective workplace communications, written and oral. Effective documents, reports, and other written communications, internal and external, print and electronic, are emphasized. Students learn to communicate clearly, use effective interpersonal skills, and apply listening skills, all for the business environment. While a vast array of occupations requires communications skills, occupations *specific* to communications include, but are not limited to, Media and Communication workers, Public Relations Assistants, Sales and Marketing Assistants, Office Assistants, Event Planners, Dispatchers, Fundraising Specialists, and Supervisors.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Create appropriate written business documents, such as letters, memorandums, reports, proposals, and requests for proposals (RFPs), instructions, employment-related documents, as well as email and other online written business communications. Use correct grammar, style, and format.
- Orally communicate clearly, effectively, and appropriately, including critical listening, communication with workplace superiors, coworkers, customers, clients; use telephone, webinar, and other online communications; use teamwork, meeting, and leadership skills, interviewing, business etiquette, presentations, as well as nonverbal communications.
- Integrate expertise in technical knowledge and skills with thinking and reasoning strategies to create, innovate, and devise solutions.
- Behave in a professional manner appropriate to organizational expectations, including the exercise of initiative and self-direction and observation of laws, rules, and ethical practices.

Course ID	Title	Units
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment and Business Law	3
BUS 102	Oral Business Communications	3
BUS 104*	Business Communications	3
BUS 105	Social Media Marketing	3
Or		
BUS 109	E-Commerce Marketing	3
Or		
BUS 135	Marketing	3
BUS 125	Human Relations in Business	3
BUS 196	Workplace Success Skills	1
Select from Restricted Electives:		1-3
Total Units for the Certificate:		23-26

Restricted Electives: Select 1-3 units from the following courses

COMM 5	Interpersonal Communication	3
COMM 20	Intercultural Communication	3
CIM 112	Microsoft Office	3
CIMA 102	Word Processing – Word	3
CIMA 108	Business Presentations - PowerPoint	3
CWE 180	CO-OP-ED Business	1-3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 125	Human Relations in Business	3
BUS 105	Social Media Marketing	3
Or		
BUS 109	E-Commerce Marketing	3
Or		
BUS 135	Marketing	3
BUS 196	Workplace Success Skills	1
Select from Restricted Electives:		3-4.5
Restricted Electives: Select 3-4.5 units from the following courses		
CWE 180	CO-OP-ED Business	1-3
CIM 112	Microsoft Office	3
CIMA 102	Word Processing – Word	3
CIMA 102A	Word Processing – Word Beginning	1.5
CIMA 102B	Word Processing – Word Advanced	1.5
CIMA 108	Business Presentations - PowerPoint	3
SP-5	Interpersonal Communication	3
SP-20	Intercultural Communication	3
Total Units for the Certificate		25-27.5

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current

Business Management Associate in Arts

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate clearly, effectively, and appropriately in writing and orally.
- Identify the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.
- Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.
- Apply the basics of **financial** accounting.
- Assess human communication styles; plan and apply motivational strategies; solve human relations issues.

Course ID	Title	Units
Required Core		
ACCT 1A	Financial Accounting	4
BUS 1	Introduction to Business	3
BUS 102	Oral Business Communications	3
(meets AA-Oral Communication requirements)		
BUS 104*	Business Communication	3
BUS 120	Business Management	3
BUS 125	Human Relations in Business	3
CIM 1	Introduction to Computer Information Systems	3
-Or-		
CIM 10	Introduction to Information Systems	3
-Or-		
CIM 112	Microsoft Office	3
Total Units for the Major:		20-22

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

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Revision

Business Management Associate of Science

The Business Management Associate Degree program prepares students with the key competencies and concepts related to positions involving leading, planning, organizing, directing, controlling, making decisions. Positions that need these skills include office, recreation, inventory, production, schedule, and other management and management assistant positions across a wide range of industries. The program prepares new employees for such positions and upgrades the skills of employees already holding such positions. The curriculum in the Business Management Associate Degree program is designed to provide students the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers in business, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment or promotion.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate clearly, effectively, and appropriately in writing and orally.
- Identify the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.
- Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.
- Apply the basics of **general** accounting.
- Assess human communication styles; plan and apply motivational strategies; solve human relations issues.

Course ID	Title	Units
BUS 103	Business English	3
-Or-		
ENG 1A*	Principles of Composition I	4
-Or-		
ENG 1AH*	Honors Principles of Composition I	4
BUS 1	Introduction to Business	3
-Or-		
BUS 1H	Honors Introduction to Business	3
ACCT 215	General Accounting	3
BUS 102	Oral Business Communications	3
BUS 104*	Business Communication	3
BUS 120	Business Management	3
Restricted Electives:		3
Total Units for the Major:		21-22
Restricted Electives: Select one 3 unit course		
BUS 125	Human Relations in Business	3
CIM 1	Introduction to Computer Information Systems	3
CIM 10	Introduction to Information Systems	3
CIM 112	Microsoft Office	3

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current

Global Business Certificate Program

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Course ID	Title	Units
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	
Or		
ENG 1AH*	Principles of Composition Honors I	4

Restricted Electives: 6 Units – Select from the following courses

BUS 102	Oral Business Communications	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 108	Social Entrepreneurship	3
BUS 105	Social Media Marketing	
Or		
BUS 109	eCommerce Marketing	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 138/CTVR 138	Advertising	3
BUS 160	Entrepreneurship	3

SP 20	Intercultural Communication	3
CWE 180	Cooperative Work Experience:	
	Business	1-3
	Total Units for the Certificate	24-25

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

Revised

Global Business Certificate Program

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Describe global business concepts, principles, and development of successful global business strategies.
- Identify the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.
- Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.
- Create a plan for setting up an export or an import business.

Course ID	Title	Units
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 105	Social Media Marketing	
Or		
BUS 109	eCommerce Marketing	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
	Restricted Electives:	1-3
	Total Units for the Certificate:	22-25

Restricted Electives: 1-3 Units – Select from the following courses:

BUS 102	Oral Business Communications	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 160	Entrepreneurship	3
COMM 20	Intercultural Communication	3
CWE 180	CO-OP-ED Business	1-3

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

Current

Global Business Associate of Science

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Course ID	Title	Units
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	
Or		
ENG 1AH*	Principles of Composition Honors I	4

Restricted Electives: 6-Units – Select from the following courses

BUS 102	Oral Business Communications	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 108	Social Entrepreneurship	3
BUS 105	Social Media Marketing	
—Or—		
BUS 109	eCommerce Marketing	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 138/CTVR 138	Advertising	3
BUS 160	Entrepreneurship	3

SP-20	Intercultural Communication	3
CWE 180	Cooperative Work Experience:	
	Business	1-3
	Total Units for the Certificate	24-25

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

Revised

Global Business Associate of Science

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, import/export processes and regulations, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Program Student Learning Outcomes

Students who complete this program will be able to:

- **Describe global business concepts, principles, and development of successful global business strategies.**
- **Identify the fundamentals of legal systems, and social, ethical, and political forces affecting the development and operation of businesses.**
- **Describe the functions of business in society including the major concepts related to business ownership and the factors that influence them; competition and marketing; and the systems, technologies, and operational controls through which business organizations operate.**
- **Create a plan for setting up an export or an import business.**

Course ID	Title	Units
BUS 103	Business English	3
Or		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
BUS 1	Introduction to Business	3
Or		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 105	Social Media Marketing	
Or		
BUS 109	eCommerce Marketing	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
	Restricted Electives:	1-3
	Total Units for the Certificate:	22-25

Restricted Electives: 1-3 Units – Select from the following courses:

BUS 102	Oral Business Communications	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 160	Entrepreneurship	3
COMM 20	Intercultural Communication	3
CWE 180	CO-OP-ED Business	1-3

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2019-2020

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: Accreditation Follow-up Reports

ACTION: Approval

BACKGROUND

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

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the colleges' Accreditation Follow-up Reports as shown in Exhibits A and B.

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

Saddleback College 2018 Follow-Up Report



2018 Follow-Up Report

Submitted by:

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

Submitted to:

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



Certification of the Follow-Up Report

Date: October 1, 2018

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

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

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

Signatures:

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

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Statement of Report Preparation

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

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

College Recommendation 3 (Compliance)

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

District Recommendation 1 (Compliance)

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

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

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

Date	Group Responsible	Action
June 23, 2017	ALO	Post ACCJC Final Evaluation Report and Action Letter (RP.03)
August 8, 2017	Consultation Council	Review Action Letter and develop plan to address college and district recommendations (RP.04)
Fall 2017	District HR, Academic Administrators & Managers	Reviewed personnel evaluations to be completed and developed plan to complete according to contract timelines (RP.05)
November 14, 2017	ALO	Update to Consultation Council on college recommendation 3 and progress to date with addressing compliance for program review process. (RP.06)
December 1, 2017	District HR, District Research & College ALOs	Meeting update on district recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan address outstanding evaluations for spring 2018. (RP.07)

January 10, 2018	ALO, EPA Coordinator	Flex presentation on accreditation follow-up report, focus on college recommendation 3 regarding updates to program review (RP.08)
February 2, 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges (RP.09)
March 2018	ALO, EPA Coordinator	Presentation of initial outline and draft to Associated Student Government, Classified Senate, Academic Senate, & President's Management Team (RP.10)
April 2018	ALO, EPA Coordinator	Revision of draft for college feedback (RP.11)
May 2018	ALO, EPA Coordinator	Solicit feedback and draft revision based on college feedback (RP.12)
August 21, 2018	ALO, EPA Coordinator	Presentation to Academic Senate (RP.13) and Consultation Council (RP.14) on final draft of Follow-up Report to be submitted Board of Trustees
August 27, 2018	College President & ALO	Board of Trustees 1 st meeting for review of Follow-up Report – Item 5.10 (RP.15)
September 24, 2018	College President & ALO	Board of Trustees 1 st meeting for action on Follow-up Report (RP.16)

Response to Commission Action Letter: College Recommendation



College Recommendation 3

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

Analysis and Evaluation

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

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

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

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

As a first step in resolving this problem, the EPA Committee conducted a thorough inventory of reviews across all instructional programs, administrative service units, and student support units. This resulted in a complete accounting of the status of all reviews. During the inventory review, it was discovered that three reviews were past due. These reviews are in the process of completion and all PRs and AURs will be up-to-date by December 20, 2018. In addition, the review resulted in enhancements to the following three areas: tracking, communications and training, and the review process.

Enhanced Tracking Mechanism

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

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

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

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

Enhanced Communications and Training

To improve both the timeliness and quality of reviews, an increased emphasis has been placed on communication and training. Department chairs, deans, and unit managers whose area or program will be undergoing review are notified by the end of each calendar year that their review will be due at the end of the fall term of the following year (CR3.06). Along with this notification, the PR/AUR timeline is provided to them so that they are fully aware of each of the steps involved and the expected completion dates for these steps. A kickoff workshop is held during the spring professional development week in January of each year (CR3.07; Note: In 2018, this kickoff was for PRs only but in subsequent years it will include AURs as well) and the chairs/unit managers are encouraged to attend. Individual orientations are also given to

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

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

Enhancements to the Review Process

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

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

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

All of the changes were documented in a revised Program Review Handbook and Administrative Unit Review Handbook (see CR3.8; CR3.9). In addition, concise step-by-step instruction sheets were developed or revised for various parts of the process such as “Entering Objectives and Action Steps” (see CR3.19), “Entering Program Reviews into Improve” (CR3.21), etc. All of these training materials are posted on the EPA SharePoint site and distributed to department chairs, deans, and unit managers (CR3.22).

Response to Commission Action Letter: District Recommendation



District Recommendation 1

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

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

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

Date	Group Responsible	Action
April 7, 2017	District Wide Planning Council	Follow-up on Accreditation recommendations presented during the February 27-March 2, 2017 visit (DR1.01)
Spring 2017	District HR	Design Administrator and Manager performance reviews in Workday with new competency area for “Managing Performance Evaluations” (DR1.02)
Fall 2017	District HR	Implement Administrator and Manager performance review in Workday – Course Guide developed (DR1.03)
	President and VPs	Reminders to administrators and managers to complete performance reviews (DR1.04)
December 2017	District HR, District Research & College ALOs	Update on District Recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan to address outstanding evaluations for spring 2018 (DR1.05)
January 2018	District HR	Posting of HR Director of Recruitment and Employment Services position to be tasked with keeping track of the evaluation system and process (DR1.06)
February 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges (DR1.07)
March 2018	District HR	Announcement of Workday training video for managers for classified performance reviews to launch new performance review process with automated reminders (DR1.08)
August 2018	President and VPs	Review status report for performance evaluations and send out reminders to administrators and managers to complete evaluations by the appropriate deadlines. (DR1.09)

Analysis and Evaluation

Since receiving the recommendation to improve our current performance evaluation system, the District reviewed its system to ensure effectiveness of its human resources through regular performance evaluations. To assess areas of improvement, the District initiated a number of process analyses along with meetings with college representatives regarding the existing

process to track and monitor employee evaluations. Three main areas of action have been undertaken by District Human Resources to address the recommendation: 1) audit of all personnel files and subsequent updating any review dates within Workday Human Capital Management (HCM) system; 2) creation of a series of reports for managers to use showing reviews that are due; and, 3) implementation of performance evaluation management within Workday HCM for each employee classification group. In addition, an evaluation of the human resources function acknowledged a need to reorganize the area to better provide direct, effective and focused human resource leadership and oversight to the colleges and district.

Audit of all personnel files

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

Overall, the College has improved from 47 percent to **91** percent completion of all evaluations since the team visit. Completed evaluations of full-time faculty improved from 61 percent in 2017 to **93** percent in 2018; the 16 outstanding evaluations in this category will be completed during the fall 2018 semester. Completed evaluations of part-time faculty improved from 43 percent in 2017 to **90** percent in 2018. The remaining 75 part-time faculty evaluations will be completed in fall 2018.

	SOCCCD Review of Evaluations Status					
	Saddleback		Irvine Valley		District	
Employee Category	February 2017	Sept 2018	February 2017	Sept 2018	February 2017	Sept 2018
Administrator Count	21	23	15	13	4	6
Administrators Completed Evaluations	5	22	9	12	0	4
Administrator in Progress Evaluations	16	1	6	1	4	2
Administrators % Completed Evaluations	24%	96%	60%	92%	0%	67%
Manager Count	33	34	24	20	33	34
Managers Completed Evaluations	4	27	8	18	2	30
Managers in Progress Evaluations	29	7	16	2	31	4
Managers % Completed Evaluations	12%	79%	33%	90%	6%	88%
Full-time Faculty Count	258	237	153	142		
Full-time Faculty Completed Evaluations	157	221	88	139		
Full-time Faculty in Progress Evaluations	101	16	65	3		

	SOCCCD Review of Evaluations Status					
	Saddleback		Irvine Valley		District	
Full-time Faculty % Completed Evaluations	61%	93%	58%	98%		
Part-time Faculty Count	697	729	502	434		
Part-time Faculty Completed Evaluations	302	654	185	413		
Part-time Faculty in Progress Evaluations	395	75	317	21		
Part-time Faculty % Completed Evaluations	43%	90%	37%	95%		
Classified Staff Count	301	297	199	166	65	61
Classified Staff Completed Evaluations	152	273	66	162	9	52
Classified Staff in Progress Evaluations	149	24	133	4	56	4
Classified Staff % Completed Evaluations	50%	92%	33%	98%	14%	93%
SOCCCD Total Employee Count	1310	1320	893	775	102	101
SOCCCD Totals Completed Evaluations	620	1197	356	744	11	86
SOCCCD Total in Progress Evaluations	690	123	537	31	91	15
SOCCCD Total % Completed Evaluations	47%	91%	40%	96%	11%	85%

Creation of Reports for Managers

The following reports were created for managers and their support staff to execute in order to monitor the status of classified staff, tenure and tenure-track faculty, part-time faculty, and police officers (DR1.10;DR1.11).

- SOC HR – Find California School Employees Association (CSEA) Biennial Performance Review – Due Now
- SOC HR – Find CSEA Performance Review – Probationary
- SOC HR – Find CSEA Performance Review Status
- SOC HR – Find Tenure Track Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due as of
- SOC HR – Find Part-time Faculty Performance Review – Due
- SOC HR – Find Faculty Performance Review Status
- SOC HR – Find Police Officers Association (POA) Annual Performance Review – Due Now
- SOC HR – Find POA Performance Review – Probationary
- SOC HR – Find POA Performance Review Status

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

For administrators and managers, evaluations are launched in May of each year and are due on August 31. Two weeks prior to the due date, the presidents/vice chancellor of Human Resources offices will run a report to review the status of completions. If there are any outstanding evaluations, the president/chancellor will notify the appropriate vice president/vice chancellor to follow-up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the vice president's, vice chancellor's or manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For CSEA and POA, evaluations are launched at the beginning of the month in which they are due. At the end of every month, vice presidents/vice chancellors are able to run a report for all their areas to review the status of completions. If there are any outstanding evaluations, the vice presidents/vice chancellors will notify the appropriate administrator or manager to follow-up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For tenured and part-time (PT) faculty, a report will be run by the vice president of instruction and vice president of student services at least one month before the term in which the evaluation is due. The report of upcoming PT faculty evaluations will be shared with the deans and the associate vice president to ensure the timely completion of the evaluation during the term. Six weeks before the end of the term, a report of the status of PT reviews will be run and a reminder will be sent to the deans to complete the review before the end of the term. At the end of the term, a review of the status of completions will be done. In the event that there are outstanding evaluations, the dean will be notified to complete the evaluation during the first month of the next term. In addition, a notation will be inserted in the manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For tenure track faculty, a report will be run by the vice president of instruction and vice president of student services at least one month before the term and communicated to the deans and the associate vice president. A timeline and dates for evaluations will be scheduled according to contract timelines for tenure track faculty. In addition, the vice president of instruction and vice president of student services will hold periodic check-ins with the deans to ensure that the evaluations are completed as planned and ensure that the tenure track faculty and deans are supported if there are any challenges.

Implementation of Performance Evaluations in Workday

The development of the evaluation process in Workday HCM began in the spring 2017 shortly after the accreditation visit (DR1.12;DR1.13). The Workday HCM process includes a system launch for the performance review based on the due date of the evaluation. The following chart illustrates for each employee group the evaluation cycle as defined by either an administrative regulation or contract. These cycles were incorporated into the programming within the Workday HCM system implemented to monitor and track employee evaluations.

Employee Group	Evaluation Cycle	Reference Document
Administrators and Managers	Semi-annual (first year)	BP4090 (DR1.14)
	Annual thereafter	AR4090 (DR1.15)
Tenure Track Faculty	Annual for first four years during probation	Academic Employee Master Agreement 2015-2018 (DR1.16)
Employee Group	Evaluation Cycle	Reference Document

Tenured Faculty	Every three years after tenure	Academic Employee Master Agreement 2015-2018 (DR1.16)
Part-time Faculty	First semester (of first year) Every six semesters (of instructional time) and no fewer than every four years	Academic Employee Master Agreement 2015-2018 (DR1.16)
Classified Staff	Probationary period (first year): 6 months, 12 months After probation: Every two years Promotional: 3 months and 5 months	Classified School Employee Association (CSEA) Contract (DR1.17)
Police Officers	Probationary period (first year) or promotion: 3 months, 11 months After probation: Yearly	Police Officers Association (POA) Master Agreement (DR1.18)

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

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

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

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

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

Direct, Effective and Focused HR Leadership

At the district level, the Director of Recruitment and Employee Services position was filled on June 1, 2018. This position is critical and will be the primary district manager responsible for overseeing and tracking performance evaluation compliance district-wide (DR1.06). Managers who fail to conduct timely evaluations will be subject to progressive discipline. There will be a HR specialist that will manually review reports in Workday for any delinquent evaluations. The Director of Recruitment and Employment Services is also responsible for evaluating the quality of the evaluation and processes and ensuring that training is provided on how to conduct effective evaluations.

At the college level, with the addition of a new competency area to address the "Management of Performance Evaluations" added to all administrator and manager performance evaluations, the president and vice-presidents will be responsible for direct, effective and focused human resource leadership at the campus and will hold their direct reports accountable for meeting performance evaluation deadlines.

Appendix A: Evidence for Statement of Report Preparation (RP)

- RP.01 ACCJC Final Evaluation Report
- RP.02 ACCJC Action Letter
- RP.03 Accreditation Web Post
- RP.04 8.8.17-Consultation Council Minutes
- RP.05 9.21.17-Accred. Committee Minutes
- RP.06 11.14.17-Consultation Council Minutes
- RP.07 12.1.17-District Accreditation Meeting Notes
- RP.08 Spring 2018 Flex Presentation
- RP.09 2.2.18-District-wide Planning Committee Minutes
- RP.10 4.3.18-Consultation Council Minutes
- RP.11 4.17.18-Consultation Council Minutes
- RP.12 5.1.18-Consultation Council Minutes
- RP.13 8.21.18-Consultation Council Minutes
- RP.14 8.27.18-Board of Trustees Agenda
- RP.15 9.24.18-Board of Trustees Agenda

Appendix B: Evidence for College Recommendation 3 (CR3)

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

Appendix C: Evidence for District Recommendation 1 (DR1)

DR1.01 DWPC Minutes for April 4, 2017
DR1.02 Sample Manager Evaluation Form
DR1.03 Managers and Administrators Course Guide
DR1.04 Email to Admins regarding timely evaluations
DR1.05 District Accreditation Meeting Notes for December 1, 2017
DR1.06 Job Description for HR Director of Recruitment and Employment Services
DR1.07 DWPC Minutes for February 2, 2018
DR1.08 Email to Admins regarding CSEA evaluations in Workday
DR1.09 Email from HR regarding In Progress evaluations
DR1.10 Team Performance Dashboard
DR1.11 Performance Reports for Deans
DR1.12 Workday Steering Committee Minutes for December 13, 2017
DR1.13 Workday Steering Committee Minutes for February 14, 2018
DR1.14 Board Policy 4090-Evaluations
DR1.15 Administrative Regulation 4090-Evaluations
DR1.16 Collective Bargaining Agreement – Faculty Evaluation Section
DR1.17 CSEA Contract – Evaluation Section
DR1.18 Police Officers Association – Evaluation Section

Saddleback College 2018 Follow-Up Report



2018 Follow-Up Report

Submitted by:

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

Submitted to:

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



Certification of the Follow-Up Report

Date: October 1, 2018

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

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

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

Signatures:

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

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Statement of Report Preparation

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

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

College Recommendation 3 (Compliance)

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

District Recommendation 1 (Compliance)

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

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

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

Date	Group Responsible	Action
June 23, 2017	ALO	Post ACCJC Final Evaluation Report and Action Letter (RP.03)
August 8, 2017	Consultation Council	Review Action Letter and develop plan to address college and district recommendations (RP.04)
Fall 2017	District HR, Academic Administrators & Managers	Reviewed personnel evaluations to be completed and developed plan to complete according to contract timelines (RP.05)
November 14, 2017	ALO	Update to Consultation Council on college recommendation 3 and progress to date with addressing compliance for program review process. (RP.06)
December 1, 2017	District HR, District Research & College ALOs	Meeting update on district recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan address outstanding evaluations for spring 2018. (RP.07)

January 10, 2018	ALO, EPA Coordinator	Flex presentation on accreditation follow-up report, focus on college recommendation 3 regarding updates to program review (RP.08)
February 2, 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges (RP.09)
March 2018	ALO, EPA Coordinator	Presentation of initial outline and draft to Associated Student Government, Classified Senate, Academic Senate, & President's Management Team (RP.10)
April 2018	ALO, EPA Coordinator	Revision of draft for college feedback (RP.11)
May 2018	ALO, EPA Coordinator	Solicit feedback and draft revision based on college feedback (RP.12)
August 21, 2018	ALO, EPA Coordinator	Presentation to Academic Senate (RP.13) and Consultation Council (RP.14) on final draft of Follow-up Report to be submitted Board of Trustees
August 27, 2018	College President & ALO	Board of Trustees 1 st meeting for review of Follow-up Report – Item 5.10 (RP.15)
September 24, 2018	College President & ALO	Board of Trustees 1 st meeting for action on Follow-up Report (RP.16)

Response to Commission Action Letter: College Recommendation



College Recommendation 3

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

Analysis and Evaluation

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

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

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

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

As a first step in resolving this problem, the EPA Committee conducted a thorough inventory of reviews across all instructional programs, administrative service units, and student support units. This resulted in a complete accounting of the status of all reviews. During the inventory review, it was discovered that three reviews were past due. These reviews are in the process of completion and all PRs and AURs will be up-to-date by December 20, 2018. In addition, the review resulted in enhancements to the following three areas: tracking, communications and training, and the review process.

Enhanced Tracking Mechanism

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

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

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

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

Enhanced Communications and Training

To improve both the timeliness and quality of reviews, an increased emphasis has been placed on communication and training. Department chairs, deans, and unit managers whose area or program will be undergoing review are notified by the end of each calendar year that their review will be due at the end of the fall term of the following year (CR3.06). Along with this notification, the PR/AUR timeline is provided to them so that they are fully aware of each of the steps involved and the expected completion dates for these steps. A kickoff workshop is held during the spring professional development week in January of each year (CR3.07; Note: In 2018, this kickoff was for PRs only but in subsequent years it will include AURs as well) and the chairs/unit managers are encouraged to attend. Individual orientations are also given to

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

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

Enhancements to the Review Process

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

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

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

All of the changes were documented in a revised Program Review Handbook and Administrative Unit Review Handbook (see CR3.8; CR3.9). In addition, concise step-by-step instruction sheets were developed or revised for various parts of the process such as “Entering Objectives and Action Steps” (see CR3.19), “Entering Program Reviews into Improve” (CR3.21), etc. All of these training materials are posted on the EPA SharePoint site and distributed to department chairs, deans, and unit managers (CR3.22).

Response to Commission Action Letter: District Recommendation



District Recommendation 1

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

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

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

Date	Group Responsible	Action
April 7, 2017	District Wide Planning Council	Follow-up on Accreditation recommendations presented during the February 27-March 2, 2017 visit (DR1.01)
Spring 2017	District HR	Design Administrator and Manager performance reviews in Workday with new competency area for “Managing Performance Evaluations” (DR1.02)
Fall 2017	District HR	Implement Administrator and Manager performance review in Workday – Course Guide developed (DR1.03)
	President and VPs	Reminders to administrators and managers to complete performance reviews (DR1.04)
December 2017	District HR, District Research & College ALOs	Update on District Recommendation 1, progress to date with addressing compliance for human resource evaluations, and plan to address outstanding evaluations for spring 2018 (DR1.05)
January 2018	District HR	Posting of HR Director of Recruitment and Employment Services position to be tasked with keeping track of the evaluation system and process (DR1.06)
February 2018	District-Wide Planning Committee	Update on Accreditation follow-up from District HR and colleges (DR1.07)
March 2018	District HR	Announcement of Workday training video for managers for classified performance reviews to launch new performance review process with automated reminders (DR1.08)
August 2018	President and VPs	Review status report for performance evaluations and send out reminders to administrators and managers to complete evaluations by the appropriate deadlines. (DR1.09)

Analysis and Evaluation

Since receiving the recommendation to improve our current performance evaluation system, the District reviewed its system to ensure effectiveness of its human resources through regular performance evaluations. To assess areas of improvement, the District initiated a number of process analyses along with meetings with college representatives regarding the existing

process to track and monitor employee evaluations. Three main areas of action have been undertaken by District Human Resources to address the recommendation: 1) audit of all personnel files and subsequent updating any review dates within Workday Human Capital Management (HCM) system; 2) creation of a series of reports for managers to use showing reviews that are due; and, 3) implementation of performance evaluation management within Workday HCM for each employee classification group. In addition, an evaluation of the human resources function acknowledged a need to reorganize the area to better provide direct, effective and focused human resource leadership and oversight to the colleges and district.

Audit of all personnel files

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

Overall, the College has improved from 47 percent to **91** percent completion of all evaluations since the team visit. Completed evaluations of full-time faculty improved from 61 percent in 2017 to **93** percent in 2018; the 16 outstanding evaluations in this category will be completed during the fall 2018 semester. Completed evaluations of part-time faculty improved from 43 percent in 2017 to **90** percent in 2018. The remaining 75 part-time faculty evaluations will be completed in fall 2018.

	SOCCCD Review of Evaluations Status					
	Saddleback		Irvine Valley		District	
Employee Category	February 2017	Sept 2018	February 2017	Sept 2018	February 2017	Sept 2018
Administrator Count	21	23	15	13	4	6
Administrators Completed Evaluations	5	22	9	12	0	4
Administrator in Progress Evaluations	16	1	6	1	4	2
Administrators % Completed Evaluations	24%	96%	60%	92%	0%	67%
Manager Count	33	34	24	20	33	34
Managers Completed Evaluations	4	27	8	18	2	30
Managers in Progress Evaluations	29	7	16	2	31	4
Managers % Completed Evaluations	12%	79%	33%	90%	6%	88%
Full-time Faculty Count	258	237	153	142		
Full-time Faculty Completed Evaluations	157	221	88	139		
Full-time Faculty in Progress Evaluations	101	16	65	3		

	SOCCCD Review of Evaluations Status					
	Saddleback		Irvine Valley		District	
Full-time Faculty % Completed Evaluations	61%	93%	58%	98%		
Part-time Faculty Count	697	729	502	434		
Part-time Faculty Completed Evaluations	302	654	185	413		
Part-time Faculty in Progress Evaluations	395	75	317	21		
Part-time Faculty % Completed Evaluations	43%	90%	37%	95%		
Classified Staff Count	301	297	199	166	65	61
Classified Staff Completed Evaluations	152	273	66	162	9	52
Classified Staff in Progress Evaluations	149	24	133	4	56	4
Classified Staff % Completed Evaluations	50%	92%	33%	98%	14%	93%
SOCCCD Total Employee Count	1310	1320	893	775	102	101
SOCCCD Totals Completed Evaluations	620	1197	356	744	11	86
SOCCCD Total in Progress Evaluations	690	123	537	31	91	15
SOCCCD Total % Completed Evaluations	47%	91%	40%	96%	11%	85%

Creation of Reports for Managers

The following reports were created for managers and their support staff to execute in order to monitor the status of classified staff, tenure and tenure-track faculty, part-time faculty, and police officers (DR1.10;DR1.11).

- SOC HR – Find California School Employees Association (CSEA) Biennial Performance Review – Due Now
- SOC HR – Find CSEA Performance Review – Probationary
- SOC HR – Find CSEA Performance Review Status
- SOC HR – Find Tenure Track Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due
- SOC HR – Find Tenured Faculty Performance Review – Due as of
- SOC HR – Find Part-time Faculty Performance Review – Due
- SOC HR – Find Faculty Performance Review Status
- SOC HR – Find Police Officers Association (POA) Annual Performance Review – Due Now
- SOC HR – Find POA Performance Review – Probationary
- SOC HR – Find POA Performance Review Status

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

For administrators and managers, evaluations are launched in May of each year and are due on August 31. Two weeks prior to the due date, the presidents/vice chancellor of Human Resources offices will run a report to review the status of completions. If there are any outstanding evaluations, the president/chancellor will notify the appropriate vice president/vice chancellor to follow-up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the vice president's, vice chancellor's or manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For CSEA and POA, evaluations are launched at the beginning of the month in which they are due. At the end of every month, vice presidents/vice chancellors are able to run a report for all their areas to review the status of completions. If there are any outstanding evaluations, the vice presidents/vice chancellors will notify the appropriate administrator or manager to follow-up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For tenured and part-time (PT) faculty, a report will be run by the vice president of instruction and vice president of student services at least one month before the term in which the evaluation is due. The report of upcoming PT faculty evaluations will be shared with the deans and the associate vice president to ensure the timely completion of the evaluation during the term. Six weeks before the end of the term, a report of the status of PT reviews will be run and a reminder will be sent to the deans to complete the review before the end of the term. At the end of the term, a review of the status of completions will be done. In the event that there are outstanding evaluations, the dean will be notified to complete the evaluation during the first month of the next term. In addition, a notation will be inserted in the manager's evaluation under the "Managing Performance Evaluations" competency (DR1.02).

For tenure track faculty, a report will be run by the vice president of instruction and vice president of student services at least one month before the term and communicated to the deans and the associate vice president. A timeline and dates for evaluations will be scheduled according to contract timelines for tenure track faculty. In addition, the vice president of instruction and vice president of student services will hold periodic check-ins with the deans to ensure that the evaluations are completed as planned and ensure that the tenure track faculty and deans are supported if there are any challenges.

Implementation of Performance Evaluations in Workday

The development of the evaluation process in Workday HCM began in the spring 2017 shortly after the accreditation visit (DR1.12;DR1.13). The Workday HCM process includes a system launch for the performance review based on the due date of the evaluation. The following chart illustrates for each employee group the evaluation cycle as defined by either an administrative regulation or contract. These cycles were incorporated into the programming within the Workday HCM system implemented to monitor and track employee evaluations.

Employee Group	Evaluation Cycle	Reference Document
Administrators and Managers	Semi-annual (first year)	BP4090 (DR1.14)
	Annual thereafter	AR4090 (DR1.15)
Tenure Track Faculty	Annual for first four years during probation	Academic Employee Master Agreement 2015-2018 (DR1.16)
Employee Group	Evaluation Cycle	Reference Document

Tenured Faculty	Every three years after tenure	Academic Employee Master Agreement 2015-2018 (DR1.16)
Part-time Faculty	First semester (of first year) Every six semesters (of instructional time) and no fewer than every four years	Academic Employee Master Agreement 2015-2018 (DR1.16)
Classified Staff	Probationary period (first year): 6 months, 12 months After probation: Every two years Promotional: 3 months and 5 months	Classified School Employee Association (CSEA) Contract (DR1.17)
Police Officers	Probationary period (first year) or promotion: 3 months, 11 months After probation: Yearly	Police Officers Association (POA) Master Agreement (DR1.18)

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

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

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

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

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

Direct, Effective and Focused HR Leadership

At the district level, the Director of Recruitment and Employee Services position was filled on June 1, 2018. This position is critical and will be the primary district manager responsible for overseeing and tracking performance evaluation compliance district-wide (DR1.06). Managers who fail to conduct timely evaluations will be subject to progressive discipline. There will be a HR specialist that will manually review reports in Workday for any delinquent evaluations. The Director of Recruitment and Employment Services is also responsible for evaluating the quality of the evaluation and processes and ensuring that training is provided on how to conduct effective evaluations.

At the college level, with the addition of a new competency area to address the "Management of Performance Evaluations" added to all administrator and manager performance evaluations, the president and vice-presidents will be responsible for direct, effective and focused human resource leadership at the campus and will hold their direct reports accountable for meeting performance evaluation deadlines.

Appendix A: Evidence for Statement of Report Preparation (RP)

- RP.01 ACCJC Final Evaluation Report
- RP.02 ACCJC Action Letter
- RP.03 Accreditation Web Post
- RP.04 8.8.17-Consultation Council Minutes
- RP.05 9.21.17-Accred. Committee Minutes
- RP.06 11.14.17-Consultation Council Minutes
- RP.07 12.1.17-District Accreditation Meeting Notes
- RP.08 Spring 2018 Flex Presentation
- RP.09 2.2.18-District-wide Planning Committee Minutes
- RP.10 4.3.18-Consultation Council Minutes
- RP.11 4.17.18-Consultation Council Minutes
- RP.12 5.1.18-Consultation Council Minutes
- RP.13 8.21.18-Consultation Council Minutes
- RP.14 8.27.18-Board of Trustees Agenda
- RP.15 9.24.18-Board of Trustees Agenda

Appendix B: Evidence for College Recommendation 3 (CR3)

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

Appendix C: Evidence for District Recommendation 1 (DR1)

DR1.01 DWPC Minutes for April 4, 2017
DR1.02 Sample Manager Evaluation Form
DR1.03 Managers and Administrators Course Guide
DR1.04 Email to Admins regarding timely evaluations
DR1.05 District Accreditation Meeting Notes for December 1, 2017
DR1.06 Job Description for HR Director of Recruitment and Employment Services
DR1.07 DWPC Minutes for February 2, 2018
DR1.08 Email to Admins regarding CSEA evaluations in Workday
DR1.09 Email from HR regarding In Progress evaluations
DR1.10 Team Performance Dashboard
DR1.11 Performance Reports for Deans
DR1.12 Workday Steering Committee Minutes for December 13, 2017
DR1.13 Workday Steering Committee Minutes for February 14, 2018
DR1.14 Board Policy 4090-Evaluations
DR1.15 Administrative Regulation 4090-Evaluations
DR1.16 Collective Bargaining Agreement – Faculty Evaluation Section
DR1.17 CSEA Contract – Evaluation Section
DR1.18 Police Officers Association – Evaluation Section



2018 FOLLOW-UP REPORT



Irvine Valley College

2018 Follow-Up Report



2018 Follow-Up Report

Submitted by

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

Submitted to

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

Certification of 2018 Follow-Up Report

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

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

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

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

Signatures:

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



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Report Preparation

In spring 2017, Irvine Valley College (IVC) received a team visit following the submission of its 2016 Institutional Self Evaluation Report (ISER) in support of reaffirmation of accreditation to the Accrediting Commission for Community and Junior Colleges (ACCJC).

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

Immediately after receiving the team report and action letter, IVC leadership met to develop a plan to address the recommendations for compliance by engaging the College community through the existing governance structure, which includes the Accreditation Oversight Workgroup (AOWG) and the Strategic Planning and Accreditation Council (SPAC). Updates on progress related to the recommendation and the steps taken toward addressing the recommendation were regularly shared at all strategic committees with standing agenda items in SPAC, the Budget Development and Resource Planning Committee (BDRPC), the Institutional Effectiveness Committee (IEC), the Student Success, Access, Matriculation, Marketing and Outreach Committee (SSAMMO), the Instructional Council, and the Student Services Managers' Meetings.

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

The College discussed the report at the May and August SPAC meetings (May 9, 2018, May 23, 2018, and August 22, 2018), and submitted the report to the Board of Trustees for review and study on August 27, 2018, and for approval on September 24, 2018. Irvine Valley College will submit the final report to ACCJC on October 1, 2018.



Response to the Commission Action Letter

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

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

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

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

Recommendation 1

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

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



Table 1 – Evidence of Meeting the Standards at IVC

Time	Description	Evidence/Additional Information
4/7/2017	District Wide Planning Council (DWPC) retreat update on Accreditation steps for each College	
Spring 2017	Administrator and manager performance reviews available in Workday	
Spring 2017	VPs sent out reminders to managers to complete performance reviews	
Fall 2017	Convening of monthly Accreditation Oversight Workgroup (AOWG) to review progress and work on Follow-Up Report	
Fall 2017	VPs added standing agenda items to <ul style="list-style-type: none"> • Instructional Council • Student Services Managers' Meetings 	e.g. Minutes 10-2-17 (Instructional Council) e.g. Agenda 2-13-18 (Student Services Managers' Meeting)
12/1/2017	Accreditation Coordination Meeting between Saddleback, IVC, and District Services Attendees: VPIs, ALOs, District HR	Notes
1/29/2018	Plans for new human resources director of recruitment and employment services. Tasked with keeping track of evaluation process.	Job posting
2/2/2018	DWPC update on Accreditation steps for each College	Minutes
3/1/2018	HR manager's guide to completing performance evaluations added to Workday	Document
3/2/2018	Sent HR email with required Workday training video for managers on how to complete classified performance reviews	Email
5/9/2018	SPAC review draft of Follow-Up Report	Minutes
5/23/2018	SPAC review draft of Follow-Up Report	Minutes
8/13/2018	Instructional Council review draft of Follow-Up Report	Agenda
8/22/2018	SPAC review draft of Follow-Up Report	Minutes
8/27/2018	BOT 1 st meeting for review and study of the Follow-Up Report	Minutes
9/12/2018	SPAC review final draft of Follow-Up Report	Agenda
9/24/2018	BOT 2 nd meeting for action on the Follow-Up Report	Minutes

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



District Wide Process of Employee Performance Reviews

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

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

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

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

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

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



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

- 1) Conduct an audit of personnel files and update discrepancies between personnel files and Workday information
- 2) Implement a performance evaluation management system within Workday for each employee group
- 3) Create a series of reports to facilitate monitoring and tracking of evaluations

Audit of Personnel Files

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

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

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

Implementation of Evaluation Management System in Workday

The first employee group to have an automated process implemented in Workday was administrators and managers. Prior to Workday implementation, the existing paper process was difficult to monitor and track. The new system was launched in 2015, refined in 2017, and served as the model for creating a similar process for the other employee groups.

More specifically, the automated process for administrators and managers was implemented as follows: For probationary reviews, the process is launched on the first business day one month prior to the due date. For annual reviews, evaluations are launched in May each year and are due on August 31. Two weeks prior to the due date, the president's office and the office of the vice chancellor for human resources run reports to review the status of completions. If there are any outstanding evaluations, the president or chancellor will notify the appropriate vice president or vice chancellor to follow up and ensure completion within two weeks. If evaluations are not completed by the due date, a notation will be inserted in the



vice president's or vice chancellor's evaluation and/or manager's evaluation under the "Managing Performance Evaluation" competency.

In spring 2018, an automated Workday process was created for Classified School Employee Association (CSEA) and Police Officers Association (POA) staff. The review types included two probationary, two promotional, and the biennial review. Reviews are now triggered at the beginning of the month in which they are due. This generates a Workday task in the inbox for the employee's manager, instructing them to complete the evaluation. At the end of each month, vice presidents and vice chancellors are able to run a report for all their areas to review completion status. If there are any outstanding evaluations, the vice presidents and vice chancellors will notify the appropriate administrator or manager to follow up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the administrator's or manager's evaluation under the "Managing Performance Evaluation" competency.

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

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

Table 2 – Timeline for Workday Automatic Performance Review Implementation

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



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

Table 3 – SOCCCD Employee Group Evaluation Cycles

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

Reports on Tracking and Monitoring of Evaluations

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

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

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



Evidence of Completion of Employee Evaluations

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

Table 4 shows a comparison between the number of completed evaluations in February 2017, the time of the Accreditation Team site visit, and the number of completed evaluations as of August 2018. There have been great gains in completing overdue employee evaluations. At Irvine Valley College, completion of evaluations has increased from 40 percent in February 2017 to 96 percent in 2018. The remaining three full-time faculty evaluations and 21 part-



time faculty evaluations will be completed during the fall 2018 semester along with the regularly scheduled faculty evaluations. Completed evaluations at District Services have grown from 11 percent in February 2017 to 90 percent in 2018. Four classified staff evaluations, two administrator evaluations, and four manager evaluations will be completed by the end of the fall 2018 semester.

Table 4 – SOCCCD 2016-2017 Evaluation

Employee Category		Saddleback		Irvine Valley		District	
		February 2017	August 2018	February 2017	August 2018	February 2017	August 2018
Administrators	<i>Total Count</i>	21	23	15	13	4	6
	<i>Evaluations Completed</i>	5	22	9	12	0	4
	<i>Evaluations In Progress</i>	16	1	6	1	4	2
	<i>% Completed Evaluations</i>	24%	96%	60%	92%	0%	67%
Managers	<i>Total Count</i>	33	34	24	20	33	34
	<i>Evaluations Completed</i>	4	27	8	18	2	30
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	<i>% Completed Evaluations</i>	12%	79%	33%	90%	6%	88%
Full-time Faculty	<i>Total Count</i>	258	237	153	142	NA	
	<i>Evaluations Completed</i>	157	221	88	139		
	<i>Evaluations In Progress</i>	101	16	65	3		
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	<i>Evaluations Completed</i>	302	654	185	413		
	<i>Evaluations In Progress</i>	395	75	317	21		
	<i>% Completed Evaluations</i>	43%	90%	37%	95%		
Classified Staff	<i>Total Count</i>	301	297	199	166	65	61
	<i>Evaluations Completed</i>	152	273	66	162	9	52
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	<i>% Completed Evaluations</i>	50%	92%	33%	98%	14%	93%
Total	<i>Total Count</i>	1310	1320	893	775	102	101
	<i>Evaluations Completed</i>	620	1235	356	744	11	91
	<i>Evaluations In Progress</i>	690	123	537	31	91	10
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Note: Counts are for active employees only (not including terminations and retirees). Part-time faculty are counted if they had assignments in the academic year. The total population number of part-time faculty is counted at the end of the most recent semester.

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

Glossary

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



IRVINE VALLEY
COLLEGE

EXHIBIT B
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2018 FOLLOW-UP REPORT



Irvine Valley College

2018 Follow-Up Report



2018 Follow-Up Report

Submitted by

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

Submitted to

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

Certification of 2018 Follow-Up Report

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

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

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

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

Signatures:

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



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Report Preparation

In spring 2017, Irvine Valley College (IVC) received a team visit following the submission of its 2016 Institutional Self Evaluation Report (ISER) in support of reaffirmation of accreditation to the Accrediting Commission for Community and Junior Colleges (ACCJC).

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

Immediately after receiving the team report and action letter, IVC leadership met to develop a plan to address the recommendations for compliance by engaging the College community through the existing governance structure, which includes the Accreditation Oversight Workgroup (AOWG) and the Strategic Planning and Accreditation Council (SPAC). Updates on progress related to the recommendation and the steps taken toward addressing the recommendation were regularly shared at all strategic committees with standing agenda items in SPAC, the Budget Development and Resource Planning Committee (BDRPC), the Institutional Effectiveness Committee (IEC), the Student Success, Access, Matriculation, Marketing and Outreach Committee (SSAMMO), the Instructional Council, and the Student Services Managers' Meetings.

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

The College discussed the report at the May and August SPAC meetings (May 9, 2018, May 23, 2018, and August 22, 2018), and submitted the report to the Board of Trustees for review and study on August 27, 2018, and for approval on September 24, 2018. Irvine Valley College will submit the final report to ACCJC on October 1, 2018.



Response to the Commission Action Letter

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

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

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

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

Recommendation 1

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

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



Table 1 – Evidence of Meeting the Standards at IVC

Time	Description	Evidence/Additional Information
4/7/2017	District Wide Planning Council (DWPC) retreat update on Accreditation steps for each College	
Spring 2017	Administrator and manager performance reviews available in Workday	
Spring 2017	VPs sent out reminders to managers to complete performance reviews	
Fall 2017	Convening of monthly Accreditation Oversight Workgroup (AOWG) to review progress and work on Follow-Up Report	
Fall 2017	VPs added standing agenda items to <ul style="list-style-type: none"> • Instructional Council • Student Services Managers' Meetings 	e.g. Minutes 10-2-17 (Instructional Council) e.g. Agenda 2-13-18 (Student Services Managers' Meeting)
12/1/2017	Accreditation Coordination Meeting between Saddleback, IVC, and District Services Attendees: VPIs, ALOs, District HR	Notes
1/29/2018	Plans for new human resources director of recruitment and employment services. Tasked with keeping track of evaluation process.	Job posting
2/2/2018	DWPC update on Accreditation steps for each College	Minutes
3/1/2018	HR manager's guide to completing performance evaluations added to Workday	Document
3/2/2018	Sent HR email with required Workday training video for managers on how to complete classified performance reviews	Email
5/9/2018	SPAC review draft of Follow-Up Report	Minutes
5/23/2018	SPAC review draft of Follow-Up Report	Minutes
8/13/2018	Instructional Council review draft of Follow-Up Report	Agenda
8/22/2018	SPAC review draft of Follow-Up Report	Minutes
8/27/2018	BOT 1 st meeting for review and study of the Follow-Up Report	Minutes
9/12/2018	SPAC review final draft of Follow-Up Report	Agenda
9/24/2018	BOT 2 nd meeting for action on the Follow-Up Report	Minutes

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



District Wide Process of Employee Performance Reviews

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

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

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

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

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

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



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

- 1) Conduct an audit of personnel files and update discrepancies between personnel files and Workday information
- 2) Implement a performance evaluation management system within Workday for each employee group
- 3) Create a series of reports to facilitate monitoring and tracking of evaluations

Audit of Personnel Files

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

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

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

Implementation of Evaluation Management System in Workday

The first employee group to have an automated process implemented in Workday was administrators and managers. Prior to Workday implementation, the existing paper process was difficult to monitor and track. The new system was launched in 2015, refined in 2017, and served as the model for creating a similar process for the other employee groups.

More specifically, the automated process for administrators and managers was implemented as follows: For probationary reviews, the process is launched on the first business day one month prior to the due date. For annual reviews, evaluations are launched in May each year and are due on August 31. Two weeks prior to the due date, the president's office and the office of the vice chancellor for human resources run reports to review the status of completions. If there are any outstanding evaluations, the president or chancellor will notify the appropriate vice president or vice chancellor to follow up and ensure completion within two weeks. If evaluations are not completed by the due date, a notation will be inserted in the



vice president's or vice chancellor's evaluation and/or manager's evaluation under the "Managing Performance Evaluation" competency.

In spring 2018, an automated Workday process was created for Classified School Employee Association (CSEA) and Police Officers Association (POA) staff. The review types included two probationary, two promotional, and the biennial review. Reviews are now triggered at the beginning of the month in which they are due. This generates a Workday task in the inbox for the employee's manager, instructing them to complete the evaluation. At the end of each month, vice presidents and vice chancellors are able to run a report for all their areas to review completion status. If there are any outstanding evaluations, the vice presidents and vice chancellors will notify the appropriate administrator or manager to follow up and ensure completion within two weeks. If evaluations are not turned in by the due date, a notation will be inserted in the administrator's or manager's evaluation under the "Managing Performance Evaluation" competency.

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

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

Table 2 – Timeline for Workday Automatic Performance Review Implementation

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



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

Table 3 – SOCCCD Employee Group Evaluation Cycles

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

Reports on Tracking and Monitoring of Evaluations

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

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

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



Evidence of Completion of Employee Evaluations

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

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VP	Vice President
VPI	Vice President for Instruction
VPSS	Vice President for Student Services
VPAS	Vice President for College Administrative Services

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>
10/25/18 9:00 – 11:45am SSC 212	Christina Ghanbarpour Gender & Sexuality Studies Action Committee (GSSAC), WS 31 & SOC 2	Emily Lindin	Director's Visit & Viewing "UnSlut: A Documentary"	\$2,200.00

IRVINE VALLEY COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honarium/Travel</i>

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Landscape and Marquees Project, Notice of Completion, Patriot Contracting and Engineering, Inc.

ACTION: Approval

BACKGROUND

On January 22, 2018, the Board of Trustees approved a \$1,939,000 contract with Patriot Contracting and Engineering, Inc. for the Saddleback College Landscape and Marquees project. On July 30, 2018, the Board of Trustees approved Change Order No. 1, a no cost time extension of 75 days. At this September meeting, staff is recommending the Board of Trustees ratify Change Order No. 2 increasing the contract amount by \$38,618, for a revised contract total of \$1,977,618.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Landscape and Marquees project.

Funds were available in the approved basic aid project budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Saddleback College Landscape and Marquees project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$1,977,618. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: LANDSCAPE AND MARQUEES PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 22nd day of January 2018, which contract was made with PATRIOT CONTRACTING AND ENGINEERING, INC. as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 24th day of September 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is UNITED FIRE AND CASUALTY COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

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: Saddleback College TV Station Installation Project, Notice of Completion, Patriot Contracting and Engineering, Inc.

ACTION: Approval

BACKGROUND

On January 22, 2018, the Board of Trustees approved a \$2,193,000 contract with Patriot Contracting and Engineering, Inc. for the Saddleback College TV Station Installation project. At this September meeting, staff is recommending the Board of Trustees ratify Change Order No. 1 increasing the contract amount by \$39,978, for a revised contract total of \$2,232,978.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College TV Station Installation project.

Funds were available in the approved basic aid project budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Saddleback College TV Station Installation project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$2,232,978. It is also recommended that the Board authorize the release of retention 35 days after filing.

(Seal)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Educational Services Agreements for Community Education Before and After School Experience, Amendment No. 01, Academic Chess

ACTION: Approval

BACKGROUND

The South Orange Community College District is known for offering high-quality non-credit programs and fee-based classes. For the past five years, Saddleback College Community Education has contracted with Capistrano Unified School District (CUSD) to provide coordination of Summer, Before and After School Experience programs at every school location.

On June 8, 2018, SOCCCD, on behalf of Saddleback College, submitted an Educational Services Agreement to continue its partnership with Academic Chess and provide Community Education classes at every CUSD location. The terms of this agreement provide services during the period of July 2, 2018 to December 21, 2018, at a total cost of \$38,000, as seen in EXHIBIT A.

In the previous academic year, similar agreements were approved in the fall and spring semester, respectively, with Academic Chess receiving payments totaling \$107,539.72 over the entirety of the FY 2017-2018.

STATUS

The current Educational Services Agreement (EXHIBIT A) is set to expire on December 21, 2018. SOCCCD and Academic Chess have a mutual interest in amending the agreement to extend the term through June 30, 2020, as seen in Amendment No. 01 (EXHIBIT B). The total estimated contract value is to be increased from \$38,000 over the current five-month period, to an amount not to exceed \$115,000 per fiscal year (2018-2019 and 2019-2020) for a two-year total of \$230,000, under the same terms and conditions of the original Agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 with Academic Chess to provide Community Education programs at an amount not to exceed \$115,000 per fiscal year for services provided from July 2, 2018 through June 30, 2020, as seen in EXHIBIT B.

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



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**COMMUNITY EDUCATION
EDUCATIONAL SERVICES AGREEMENT**

This Agreement is between South Orange County Community College District on behalf of Saddleback College ("DISTRICT"), a California community college district and political subdivision of the State of California, and Academic Chess ("CONTRACTOR"). District and Contractor are also referred to collectively as the "Parties", and individually as "Party".

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ persons especially trained to perform special services required; and

WHEREAS the DISTRICT is in need of such special services and such services are needed on a limited basis and the DISTRICT and the CONTRACTOR mutually agree that the CONTRACTOR is especially qualified to perform the services.

NOW THEREFORE the Parties agree as follows:

1. **Scope of Service.** CONTRACTOR shall provide the educational services for the community education classes more particularly described as: Academic chess for College for Kids at Saddleback College and various CUSD sites. See Attachment A.
Contractor to teach at the following location(s): See Attachment A
2. **Term.** The CONTRACTOR shall commence providing services under this Agreement on or about 7/2/2018 and be completed on or about 12/21/2018.
3. **Fees.** The CONTRACTOR agrees to pay an upfront nonrefundable Administrative Fee of \$n/a, and a Facility Use fee of \$n/a.
4. **Payment.** District agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this Agreement an estimated contract value of \$38,000. See attachment for breakdown of costs, if applicable.
 - A. DISTRICT to provide CONTRACTOR with the total number of students who completed course(s) within 14 business days of end date of service.
 - B. Within 45 days of end date of service, CONTRACTOR will provide DISTRICT with an invoice reflecting the final amount due. Payment for the total amount due to CONTRACTOR will be made within 60 days of invoice date.
5. The CONTRACTOR shall assume all other expenses incurred in connection with the performance of this Agreement; and the DISTRICT shall not be responsible for payment of any other expenses.
6. **Independent Contractor.** While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT and is 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 Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
7. **Subcontractors.** Neither Party shall assign this Agreement nor any part thereof without the written consent of the other Party.
8. **Indemnification and Hold Harmless.**
 - a. **Indemnification and Hold Harmless by Contractor.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or

injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from Contractor's occupation and use of the Property (collectively, "Claims") specifically including, without limitation, any Claims arising by reason of:

a. The death or injury of any person, including Contractor or any person who is an employee, guest, invitee, or agent of Contractor, or by reason of the damages to or destruction of any property, including property owned by Contractor or by any person who is an employee or agent of Contractor, from any cause whatsoever as a result of Contractor's operations while that person or property is on or about the Property or the College Site or in any way connected with the Property of the College Site.

b. Contractor's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on Contractor by any duly authorized agency or political subdivision.

Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs, including without limitation reasonable attorneys' fees and other related costs and expenses, incurred by each of them in connection therewith prior to Contractor assuming the defense of any Claims or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds. Contractor agrees to waive all rights of subrogation against the District.

b. Indemnification and Hold Harmless by District. To the fullest extent permitted by law, District shall defend, indemnify and hold Contractor, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims in any manner arising out of, pertaining to, or incident to District's sole negligence, or willful misconduct of District or its officials, officers, volunteers or employees, including without limitation reasonable attorneys' fees and other related costs and expenses, except for liability resulting from the negligence or willful misconduct of Contractor or its officers or employees.

9. Insurance. CONTRACTOR agrees to maintain, in full force and effect, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and minimum aggregate of Two Million Dollars (\$2,000,000); (iii) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (iv) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). CONTRACTOR to provide proof of insurance prior to start date.

CONTRACTOR agrees to name the South Orange County Community College District, the South Orange County Community College District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).

10. CONTRACTOR shall provide supervision in accordance with DISTRICT policies of all persons associated with CONTRACTOR during CONTRACTOR's use of the facility (ies). CONTRACTOR agrees that every minor child that attends a class unaccompanied by a parent shall have a medical release for hospital treatment by a physician or medical professional signed by one or both of the child's parents or legal guardians which will allow for treatment should accident or injury occur on DISTRICT's property during the class date(s) and time(s). Such release shall be in the possession of the CONTRACTOR prior to the start date and will be made available to DISTRICT upon request. In the event that DISTRICT is unable to carry out the contract, after written notice by DISTRICT, CONTRACTOR shall be responsible for the immediate evacuation of all CONTRACTOR representatives and students attending class.

11. Termination. The DISTRICT may at any time, with or without cause, terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

12. **Cancellation.** If CONTRACTOR cancels this Agreement on or within sixty (60) days prior to start date of service, CONTRACTOR shall be liable to DISTRICT for liquidated damages in the amount equal to the guaranteed contract total. If CONTRACTOR cancels agreement at least sixty (60) days prior to start date, CONTRACTOR shall have no liability to DISTRICT and shall not owe school any payment other than nonrefundable Administrative fee provided, if any, with the execution of this Agreement, which DISTRICT shall own and retain.
13. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. **Permits and Licenses.** The 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 the Agreement.
15. **Non-Discrimination.** The CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
16. **Non-Waiver.** The failure of the DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
17. **Notice.** 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 services of (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, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement:

District: South Orange County Community College District
Executive Director, Procurement, Central Services & Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692
pjerome@socccd.edu

Cc: South Orange County Community College District
Dean, Community Education
28000 Marguerite Parkway
Mission Viejo, CA 92692

Contractor: Academic Chess
Adam Brody
PO Box 3918
Mission Viejo, CA 92690
unicyclechess@gmail.com

18. **Litigation.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
19. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this Agreement, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
20. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of DISTRICT and cannot be used without District's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. No personal promotion, sale of books, tapes or other materials by CONTRACTOR will be permitted without prior written approval from the DISTRICT.
21. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.
22. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
23. **Jurisdiction.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.


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

CONTRACTOR
BY: 
Signature of Authorized Representative

Print Name: Adam Brody
Print Title: President
Email & Phone: unizuchesse@gmail.com
949-348-2822

Date: May 30, 2018

Initiating Department: Community Education, Emeritus Institute, & K-12 Partnerships
Contact Name: Jessica Moon
Contact Phone & Email: (949)348-6154; jmoon40@saddleback.edu

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

Signature of Authorized Representative

Print Name: Priya Jerome
Print Title: Executive Director-Procurement, Central Services and Risk Management.
Email & Phone: PJerome@socccd.edu

Date: 6/8/18

Attachment A

Instructor Last Name
Academic Chess

Class Name
Academic Chess
Academic Origami



**AMENDMENT NO. 01
TO THE EDUCATIONAL SERVICES AGREEMENT
AT SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement dated June 8, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Academic Chess hereinafter referred to as "CONTRACTOR".

WHEREAS, Article 2 of the original agreement provides services on or about 7/2/18 and be completed on or about 12/21/18;

WHEREAS, Article 4 of the original agreement provides that the estimated contract value of \$38,000; and

NOW, THEREFORE, the Parties agree as follows:

1. Educational Services Agreement to be extended to expire on June 30, 2020, to include a total of two fiscal years, 2018-2019 and 2019-2020.
2. The total estimated contract value has been amended from \$38,000 to a Not To Exceed amount of \$115,000 per fiscal year (two year total of \$230,000) under the same terms and conditions of the original Agreement.

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

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

Academic Chess

BY:

Signature of Authorized Representative

Print Name: []

Print Title

Date:

Email & Phone: unicyclechess@gmail.com; 949-290-0539

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY:

Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date:

Email & Phone: (949)582-4664

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Library Building Waterproofing Project, Notice of Completion, Otero Construction, Inc.

ACTION: Approval

BACKGROUND

On May 21, 2018, the Board of Trustees approved an agreement with Otero Construction, Inc. for the Irvine Valley College Library Building Waterproofing project in the amount of \$344,283. At this September 24, 2018 meeting, staff is recommending a deductive change order for \$13,789.40, for a final contract value of \$330,493.60.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Library Building Waterproofing project.

Basic aid funds were used in the approved project budget of \$535,763.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A), for the Irvine Valley College Library Building Waterproofing project to Otero Construction, Inc., for a final contract amount of \$330,493.60. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: LIBRARY BUILDING WATERPROOFING PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 21st day of May 2018, which contract was made with OTERO CONSTRUCTION, INC., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 24th day of September 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is ARGONAUT INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

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

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Ann-Marie Gabel
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Irvine Valley College Parking Lot 3 Improvements Project,
Notice of Completion, Amtek Construction

ACTION: Approval

BACKGROUND

On August 27, 2018, the Board of Trustees ratified a \$94,333 agreement with Amtek Construction for the Irvine Valley College Parking Lot 3 Improvements project. At this September meeting, staff is recommending the Board of Trustees ratify deductive Change Order No. 1 for \$7,000, for a revised contract total of \$87,333.

STATUS

Contract work is complete. Staff recommends a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Parking Lot 3 Improvements project.

Funds were used from the Irvine Valley College Redevelopment Act (RDA) fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Parking Lot 3 Improvements project to Amtek Construction, for a final contract amount of \$87,333. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: PARKING LOT 3 IMPROVEMENTS PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 11th day of July 2018, which contract was made with AMTEK CONSTRUCTION, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 24th day of September 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is THE OHIO CASUALTY INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

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

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Ann-Marie Gabel
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Student Out of State Travel

ACTION: Approval

BACKGROUND

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

STATUS

The student out of state travel item listed in EXHIBIT A has been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. The number of faculty and staff advisors traveling with student group travel is provided along with the college trip date, location, costs and funding source 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 colleges' student out of state travel for the participants, date, location and costs as listed in EXHIBIT A.

Out of State Student Travel
09/24/18
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
SC Men's Basketball Team Tournament Salt Lake Community College, Salt Lake City, Utah	11/15/18 – 11/17/18	16	4	\$3,500 Meals, Lodging, Entry Fees, Fuel	KNES and Athletics Division – General Fund	SC

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contract for Cogeneration and Central Utility Plant Operation, Maintenance, and Environmental Compliance Services, Veolia Energy Solutions, LLC

ACTION: Approval

BACKGROUND

On September 23, 2013, the Board awarded a five-year contract for Cogeneration and Central Utility Plant Operation, Maintenance, and Environmental Compliance Services, Bid No. 2009, to Veolia Energy Solutions, LLC in the amount of \$2,788,000. The existing five-year contract with Veolia Energy Solutions, LLC expires on September 30, 2018.

STATUS

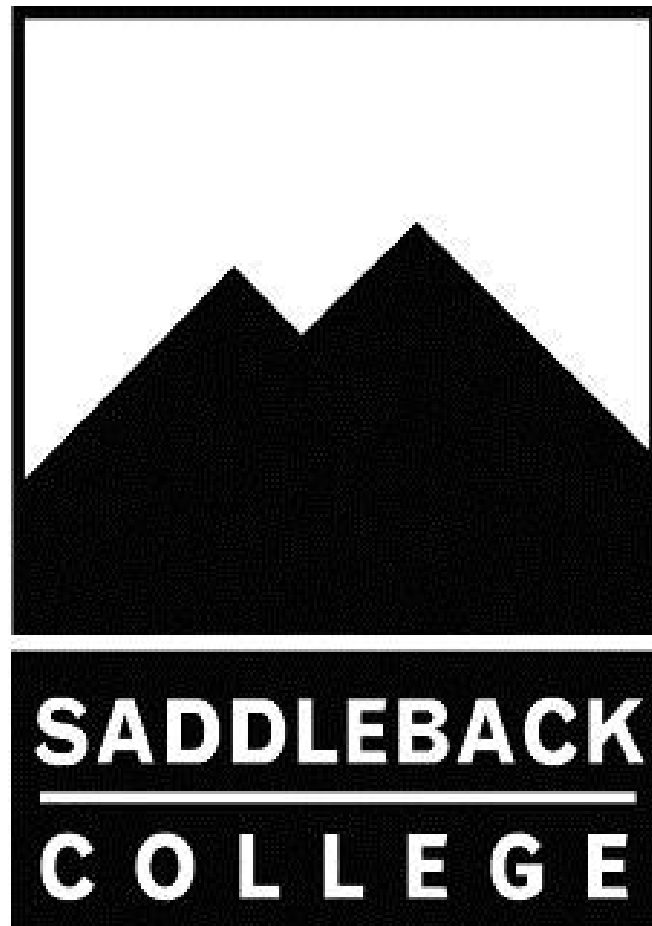
A new three-month contract (EXHIBIT A) has been negotiated to allow existing services for the central utility plant to continue while the Purchasing Department puts together a formal Request for Proposals to be awarded no later than the Board Meeting on December 10, 2018. The cost of the new three-month contract will be \$44,683.66 per month, for a fixed amount not to exceed \$134,051.

Funds are available in the Saddleback College General Fund for these expenses.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Contract for Cogeneration and Central Utility Plant Operation, Maintenance, and Environmental Compliance Services with Veolia Energy Solutions, LLC for a term of three months with a fixed total contract value of \$134,051 commencing on October 1, 2018.

**CONTRACT FOR COGENERATION AND
CENTRAL UTILITY PLANT OPERATION,
MAINTENANCE, AND
ENVIRONMENTAL COMPLIANCE
SERVICES**



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CONTRACT
BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT AND VEOLIA ENERGY SOLUTIONS, LLC

FOR THE COGENERATION AND CENTRAL PLANT OPERATION, MAINTENANCE, AND
ENVIRONMENTAL COMPLIANCE SERVICES

This Agreement, hereinafter referred to as "CONTRACT", for the Cogeneration and Central Plant Operation, Maintenance, Environmental Compliance Services as further described herein is made and entered into as of the date fully executed by and between South Orange County Community College District, a political subdivision of the State of California, hereinafter referred to as "DISTRICT" and Veolia Energy Solutions, LLC, with a place of business at 53 State Street, 14th Floor, Boston, MA 02109, hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

RECITALS

WHEREAS, CONTRACTOR and the DISTRICT entered into a five (5) year Contract for the Cogeneration and Central Plant Operation, Maintenance, Equipment Refresh, and Environmental Compliance Services on October 1, 2013.

WHEREAS, the DISTRICT and CONTRACTOR wish to continue Operations, Maintenance, and Environmental Compliance Services under the five (5) year Contract for the Cogeneration and Central Plant Operation, Maintenance, Equipment Refresh, and Environmental Compliance Services for an additional three (3) month period by entering into a new three (3) month contract with modified terms and conditions.

WHEREAS, CONTRACTOR responded to a Request for Pre-Qualification and BID to provide Cogeneration and Central Plant Operation, Maintenance, Equipment Refresh and Environmental Compliance Services, as further set forth herein; and

WHEREAS, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the BID; and

WHEREAS, CONTRACTOR agrees to provide services as more specifically described in the Scope of Work, attached hereto as **Attachment A** and incorporated herein; and,

WHEREAS, DISTRICT agrees to pay CONTRACTOR the fees as further set forth in CONTRACTOR's Pricing, attached hereto as **Attachment B** and incorporated herein;

NOW, THEREFORE, PARTIES mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been reviewed and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire CONTRACT:** This CONTRACT, including all BID documents (including but not limited to Addenda 1 through 9), Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment

of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the DISTRICT unless authorized by the DISTRICT in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any DISTRICT employee or agent, including but not limited to installers of software, shall not be valid or binding on the DISTRICT unless accepted in writing by the DISTRICT's Executive Director of Procurement, Central Services, and Risk Management or their designee.

- C. **Amendments – Changes/Extra Work:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by PARTIES; no oral understanding or CONTRACT not incorporated herein shall be binding on either of PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on the DISTRICT unless authorized by the DISTRICT in writing.

CONTRACTOR shall make no changes to this CONTRACT without DISTRICT's written consent. In the event that there are new or unforeseen requirements, the DISTRICT with CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If the DISTRICT's-initiated changes, or changes in laws or government regulations affect price, CONTRACTOR's ability to deliver services, or the project schedule, CONTRACTOR shall give the DISTRICT written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the DISTRICT and CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT amendment. Said amendment shall be issued by the DISTRICT -assigned Executive Director of Procurement, Central Services, and Risk Management, and shall require the mutual consent of all PARTIES, and may be subject to approval by the DISTRICT's Board. Nothing herein shall prohibit CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted includes California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. The DISTRICT reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by the College Project Manager.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the College Project Manager, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of the College Project Manager, and 2) payment shall be made in arrears after satisfactory acceptance and within 30 calendar days upon the College Project Manager's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the Saddleback College's Project Manager and is subject to routine processing requirements of the DISTRICT.

Payments made by the DISTRICT shall not preclude the right of the DISTRICT from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

- G. **Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold the DISTRICT and its indemnitees as identified in **Article "Q"**, and as more fully described in **Article "Q"**, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the DISTRICT by reason of the failure of the goods/services to conform to such warranties, CONTRACTOR's negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Notwithstanding anything contained herein to the contrary, CONTRACTOR shall not warrant the equipment, material or supplies provided in connection with the Work, unless manufactured or materially altered from its original manufactured state by CONTRACTOR. CONTRACTOR shall assign and pass through to DISTRICT any and all manufacturer warranties.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copy-righted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third PARTY. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Article "Q", it shall indemnify, defend and hold the DISTRICT and the DISTRICT INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, the performance of this CONTRACT and any portion thereof assigned or subcontracted by CONTRACTOR must be in conformance with **Public Contracting Code 4100 et.al**. Any attempt by CONTRACTOR to assign, subcontract or transfer the performance or any portion thereof of this CONTRACT shall be invalid and shall constitute a breach of this CONTRACT.

The provisions of this Article are subject to, and subordinate to the limitations of **Attachment A - Article III – Use, Rules, Regulations, and Operational Requirements**.

- a. Transfers: CONTRACTOR shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of CONTRACTOR in the Project Site.
- b. Bankruptcy Transaction: If CONTRACTOR assumes this CONTRACT and proposes to assign the same pursuant to the provisions of the UNITED STATES BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to the DISTRICT.
- i. The name and address of proposed assignee,
 - ii. All of the terms and conditions of such offer, and
 - iii. Adequate assurance to the DISTRICT of the proposed assignee's future performance under the CONTRACT, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).
 - iv. Any person or entity to which this CONTRACT is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.*, shall be deemed

without further act or deed to have assumed all of the obligations arising under this CONTRACT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the DISTRICT an instrument confirming such assumption.

J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti- Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

K. **Termination By DISTRICT:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, the DISTRICT has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified, see d. Termination Claim below. Cause shall be defined as any breach of CONTRACT for which the DISTRICT provides 10 days written notice to CONTRACTOR and CONTRACTOR does not cure within that period, or any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by the DISTRICT of its right to terminate the CONTRACT shall relieve the DISTRICT of all further obligations, except for any outstanding payment obligations. The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

a. Termination for Default: If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within 10 days after receipt of a written notice of default from the DISTRICT and cured such default within the time specified in the notice, the DISTRICT shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. The DISTRICT may terminate this CONTRACT and all of its obligations hereunder with or without prior notice to CONTRACTOR and may exercise all rights of entry for default and breach, if CONTRACTOR fails to perform on any of its obligations under this CONTRACT including but not limited to the following:

- i. Failure of CONTRACTOR to maintain the quality of service to the satisfaction of the DISTRICT as required by **Attachment A – Scope of Work** in this CONTRACT, after service of a five-day notice to correct the condition.
- ii. Not providing enough properly skilled workers or proper materials.
- iii. Persistently disregarding laws and or ordinances.
- iv. Not proceeding with the work as agreed to herein.
- v. Substantially violating any provision of this CONTRACT.
- vi. A general assignment for the benefit of creditors and any transfer without the prior written approval by the DISTRICT.
- vii. The voluntary abandonment or discontinuance of service by CONTRACTOR.
- viii. The violation by CONTRACTOR of any of the terms of any insurance policy referred to in the CONTRACT.
- ix. If CONTRACTOR is found by the OSHA, DSA, AHJ, other government regulatory or successor agency to have committed repeated willful violations of specified safety standards in the conduct of CONTRACTOR's business.

- x. The violation of any written directions of the DISTRICT consistent with this CONTRACT.
- xi. The appointment of a receiver to take possession of all, or substantially all, the assets of CONTRACTOR located in the Project Site or of CONTRACTOR's rights in the Project Site.
- xii. CONTRACTOR discontinues operations for 24 hours or more.
- xiii. The failure of CONTRACTOR to obtain from any local, state or federal agency the necessary license or operating permit required for service.
- b. Conditions of Project Site Upon Termination or Default: Except as otherwise agreed to herein, upon termination or default of this CONTRACT, CONTRACTOR shall redeliver possession of said Project Site to the DISTRICT in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the CONTRACT in this CONTRACT shall include termination by reason of expiration.
- c. Disposition of Abandoned Personal Property: If CONTRACTOR abandons or quits the CONTRACT or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to CONTRACTOR and left on the Project Site 15 days after such event shall be deemed to have been transferred to the DISTRICT. The DISTRICT shall have the right to remove and to dispose of such property without liability therefore to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefore. Personal property left on the Project Site after termination, expiration, or abandonment of the CONTRACT shall not be construed as giving CONTRACTOR possession of the Project Site during the 15 days after termination, expiration or abandonment of the CONTRACT.
- d. Termination Claim: Upon termination the DISTRICT agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT and a stipend of \$15,000.00, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. DISTRICT also agrees to reimburse CONTRACTOR for any funds CONTRACTOR has advanced to DISTRICT in connection with this CONTRACT, including but not limited to, unamortized capital. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- L. **Termination By Contractor**: In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, the CONTRACTOR has the right to terminate this CONTRACT without penalty immediately with cause. Cause shall be defined as any breach of CONTRACT for which the CONTRACTOR provides 10 days written notice to the DISTRICT and the DISTRICT does not cure within that period, or any misrepresentation or fraud on the part of the DISTRICT. Exercise by the CONTRACTOR of its right to terminate the CONTRACT shall relieve the CONTRACTOR of all further obligations. The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
- M. **Consent to Breach Not Waiver**: No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY

claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

N. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.

O. **Independent Contractor:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of the DISTRICT. Neither the CONTRACTOR, employees nor anyone working for the CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through the DISTRICT.

P. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to the College Project Manager's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the College Project Manager required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

Q. **Indemnification and Insurance:**

Indemnification Provisions: To the fullest extent permitted by law, CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to indemnify, fully defend with counsel reasonably approved in writing by the DISTRICT, and hold the DISTRICT, its elected and appointed officials, officers, employees, agents, volunteers, and those special districts and agencies which the DISTRICT's Board acts as the governing Board ("the DISTRICT INDEMNITEES") harmless from and against any and all claims, actions, demands, costs, judgments, liens, penalties, damages, losses, anticipated losses of revenues and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with resulting from or related to, or claimed to be arising out of, in connection with, caused in whole or in part (such indemnification extends only to the comparative percentage the loss is caused by Contractor's negligence act, omission or willful misconduct) by any negligent act or omission, or willful misconduct by the CONTRACTOR or any or its officers, agents, employees, volunteers, subcontractors, any of, sub-subcontractors affiliates, or any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Contract, or the Project, including but not limited to any costs or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;

- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

CONTRACTOR shall not be responsible for indemnifying DISTRICT where loss was caused, in whole or in part, by the negligence or willful misconduct of the DISTRICT.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

If judgment is entered against CONTRACTOR and the DISTRICT by a court of competent jurisdiction because of the concurrent negligence or willful misconduct of the DISTRICT or the DISTRICT INDEMNITEES, CONTRACTOR and the DISTRICT agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

Insurance Provisions: CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the DISTRICT certificates of insurance, including all endorsements required herein, necessary to satisfy the DISTRICT that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the DISTRICT during the entire term of this CONTRACT. CONTRACTOR shall provide DISTRICT with renewal certificates of insurance and endorsements at least 15 business days prior to the expiration of all coverages required herein.

CONTRACTOR agrees that CONTRACTOR shall not operate on the Project Site at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the DISTRICT. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The DISTRICT will only accept valid certificates of insurance and endorsements, as adequate evidence of required insurance. CONTRACTOR also agrees that upon cancellation, termination, or expiration of CONTRACTOR's insurance, the DISTRICT may take whatever steps are necessary to interrupt any operation from or on the Project Site until such time as the DISTRICT reinstates its insurance coverages.

If CONTRACTOR fails to provide the DISTRICT with a valid certificate of insurance and endorsements, or binder at any time during the term of the CONTRACT, the DISTRICT and CONTRACTOR agree that this shall constitute a material breach of the CONTRACT. Whether or not a notice of default has or has not been sent to CONTRACTOR, said material breach shall permit the DISTRICT to take whatever steps necessary to interrupt any operation from or on the Project Site, and to prevent any persons, including, but not limited to, members of the general public, and CONTRACTOR's employees and agents, from entering the Project Site until such time as the DISTRICT is provided with adequate evidence of insurance required herein. CONTRACTOR further agrees to hold the DISTRICT harmless for any damages resulting from such interruption

of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the DISTRICT's action.

All CONTRACTORS performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow CONTRACTORS or subcontractors to work if CONTRACTORS have less than the level of coverage required by the DISTRICT from CONTRACTOR under this CONTRACT. It is the obligation of CONTRACTOR to provide written notice of the insurance requirements to its contractors(s) and to receive certificates of insurance and endorsements prior to allowing any CONTRACTOR to begin work within the Project Site. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this CONTRACT and be available for inspection by the DISTRICT representative at any reasonable time.

CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If CONTRACTOR fails to maintain insurance according to the terms of the Agreement for the full term of this CONTRACT, the DISTRICT may terminate this CONTRACT.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer which meets the minimum insurance company ratings as determined by the most current edition of A.M. Best.

Rating Guide/Property-Casualty/United States or www.ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category). A California admitted carrier is preferred.

If the carrier is a non-admitted carrier in the state of California, DISTRICT Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$2,000,000 combined single limit per occurrence \$4,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

The DISTRICT, their officers employees, and all other Agents and Representatives shall be added as an additional insured on all insurance policies required by this CONTRACT with respect to work done by CONTRACTOR under the terms of this CONTRACT (except Worker's Compensation/Employers' Liability). An additional insured endorsement evidencing that the DISTRICT is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this CONTRACT shall be primary insurance, and any insurance maintained by the DISTRICT shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this CONTRACT shall give the DISTRICT 30 days' notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the

pre-printed ACORD certificate.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

The PARTIES to this CONTRACT shall waive all rights to subrogation against each other and their respective members of the Board, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

Commercial General Liability policy shall contain a severability of interests clause.

CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. CONTRACTOR will comply with such provisions and shall furnish the DISTRICT satisfactory evidence that CONTRACTOR has secured, for the period of this CONTRACT, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$2,000,000 per occurrence.

Insurance certificates should be forwarded to Saddleback Maintenance and Operations, 28000 Marguerite Parkway, Mission Viejo, CA 92692, ATTN: James Rogers

If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by DISTRICT, or designee, award may be made to the next qualified vendor.

The DISTRICT expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by The DISTRICT Risk Manager as appropriate to adequately protect the DISTRICT. The cost of any increase shall be reimbursed by the DISTRICT.

The DISTRICT shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with the DISTRICT incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and the DISTRICT shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT.

- R. **Bills and Stop Notices:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. In the event of a Stop Notice the CONTRACTOR shall promptly procure the Stop Notice release and, in accordance with the requirements of Article "Q", indemnify, defend, and hold the DISTRICT harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- S. **Changes:** See Article C.
- T. **Change of Ownership:** See Article I.
- U. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to the College Project Manager within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Article shall excuse either PARTY from the prompt payment of any fees or other charge required of that PARTY except as may be expressly provided elsewhere in this CONTRACT.

- V. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all DISTRICT and the DISTRICT-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- W. **Compliance with Laws:** CONTRACTOR represents and warrants that CONTRACTOR's services shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by the DISTRICT Board Policies in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the DISTRICT. CONTRACTOR acknowledges that the DISTRICT is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "Q", CONTRACTOR agrees that it shall defend, indemnify and hold the DISTRICT and the DISTRICT INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws. Notwithstanding anything contained herein to the contrary, CONTRACTOR shall not be liable for any violations of law, including any permit violations, not caused by CONTRACTOR's negligence. For example, CONTRACTOR shall not be liable for permit violations resulting from the DISTRICT's decision not to repair or replace equipment specified by CONTRACTOR.
- X. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, storage, and other services associated with delivery of all products deemed necessary under this CONTRACT. That includes but is not limited to all next day, second day delivery services required by the DISTRICT at its discretion to expedite material delivery.
- Y. **Pricing:** CONTRACT price, as more fully set forth in **Attachment B – Contractor's Pricing**, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

EE. **Interpretation:** This CONTRACT has been reviewed and executed at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by the DISTRICT, and hold harmless, the DISTRICT, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or the DISTRICT or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. **The District's Obligations:** The DISTRICT shall provide reasonable means of access to the site. The College Project Manager shall coordinate the operation of its existing facilities at the Project Site to permit CONTRACTOR to perform the work required under the CONTRACT at times agreeable to the College Project Manager. CONTRACTOR shall be permitted to control and/or operate all facilities or equipment necessary to perform the services herein described and beginning at a time and date approved by the Saddleback College Director of Facilities or designee.

Saddleback College shall be responsible to perform the following tasks:

- Supply adequate fuel and water to maintain environmental conditions at the site as specified in the equipment manufacturer's Operation & Maintenance manuals and Waukesha original installation guidelines.
- Saddleback College shall maintain all other equipment that is not covered under the terms of this CONTRACT that has direct relation and effect to the safe and proper operation of the Equipment covered under this CONTRACT in accordance with the equipment manufacturer's Operation & Maintenance manuals.
- Saddleback College shall maintain all service and maintenance records for the Gensets and other equipment used with respect to this CONTRACT, and have them available

to CONTRACTOR as required. Such records include, but are not limited to, all records necessary to maintain Saddleback College's permits with the South Coast Air Quality Management District (SCAQMD) and any other governmental agency.

- Saddleback College shall provide access to parking at the site for two (2) CONTRACTOR vehicles; CONTRACTOR shall be responsible to purchase parking permits for all vehicles to be parked on campus.
- Saddleback College will provide storage space for spare parts.

In the event of an emergency, Saddleback College shall cause the immediate shut down operation of the equipment when there is an appreciable risk that continuing operations will result in significant damage to the equipment, cause personal injury or will result in any violation of any applicable permits or laws relating to the operation of the equipment.

Saddleback College shall provide CONTRACTOR with safety information and requirements related to the Project Site, but this information shall in no way relieve the CONTRACTOR of any and all safety requirements by others. The CONTRACTOR shall provide as post award submittals, both a Health and Safety manual and a Personal Protective Equipment manual to be kept on file without review with the College.

Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT, including Attachments, specifies the contractual terms and conditions by which CONTRACTOR shall provide the services, as described in **Attachment A - Scope of Work**, under a firm fixed level pay CONTRACT, as set forth herein.
2. **Scope Changes:** A Change in Scope of services shall occur when and as CONTRACTOR's costs of providing services under this CONTRACT change as a result of:
 - 2.1. any change in Project operations, personnel qualifications or staffing or other cost which is a result of Force Majeure;
 - 2.2 a Change of Law
 - 2.3 DISTRICT's request of CONTRACTOR and CONTRACTOR's consent to provide additional services or services in a manner materially different from the manner specified in CONTRACTOR's proposal (e.g., capital work projects requiring separate mobilization efforts).

For Changes in Scope described in Sections 2.1 and 2.2, the fixed compensation shall be increased by an amount equal to CONTRACTOR's additional cost associated with the Change in Scope plus ten percent (10%). The DISTRICT and CONTRACTOR shall negotiate an increase in CONTRACTOR's compensation for Changes in Scope based on 2.3.

For purposes of this provision, "**Change of Law**" means any of the following acts, events or circumstances to the extent that compliance therewith materially increases CONTRACTOR's cost of performing or scope of obligations under this CONTRACT:

- (a) The adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any law on or after the date of this CONTRACT;
- (b) The order or judgment of any governmental body issued on or after the date of this CONTRACT (unless such order or judgment is issued to enforce compliance with law which was effective as of the

date of this CONTRACT) to the extent such order or judgment is not the result of willful or negligence action, error or omission or lack of reasonable diligence of CONTRACTOR or the DISTRICT, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or the lack of reasonable diligence; and

- (c) The imposition of a term, condition or requirement which is more stringent or burdensome than the CONTRACT requires in connection with the issuance, renewal of, any governmental approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the CONTRACTOR or the DISTRICT, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.
3. **Contract Term:** This CONTRACT shall be effective October 1, 2018 and shall continue for three (3) months from that date unless otherwise terminated by the DISTRICT.
4. **Faithful Payment and Performance Bonds:** CONTRACTOR will provide to the DISTRICT a Faithful Payment and Performance Bond in an amount equal to 100 percent of the 3-Month CONTRACT amount. Bonds must be submitted to the DISTRICT on the DISTRICT provided forms within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR's expense and to deposit with the DISTRICT the required bond necessary to satisfy the DISTRICT requirements and to keep such bond on deposit with the DISTRICT during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to DISTRICT Risk Management and in accordance with the General Conditions.
- If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to the DISTRICT, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the DISTRICT, CONTRACTOR shall promptly furnish such additional security as may be required by the DISTRICT from time to time to protect the interests of the DISTRICT and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.
- The DISTRICT shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.
5. **Adjustments – Scope of Work:** Subject to the provisions of Section 2, no other adjustments made to the scope of work will be authorized or paid for without prior written approval of the DISTRICT.
6. **District Security:** CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's subcontractors must sign for Saddleback College keys and purchase parking passes for each vehicle parked on campus.
- a. **Driving Endorsement:** In addition to obtaining College keys, CONTRACTOR's staff must also purchase parking passes for each vehicle parked on campus. The parking passes must be obtained from the campus police office within 30 days of CONTRACT execution, unless other arrangements have been coordinated by Saddleback Colleges' Director of Facilities or

designee in writing.

- b. **Identification:** DISTRICT requires that each contractor's person be identifiable at all times and display contractor ID.
 - i. All persons within the operation areas of Saddleback College are required to display, on their person, a contractor ID.
 - ii. The loss of an ID shall be reported within 24 hours to the Saddleback College Police and the Saddleback College Maintenance Department (949) 582-4880.
 - iii. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who will be engaged in work under this CONTRACT to the Saddleback College Maintenance department within 14 days after award of the CONTRACT or within seven days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.
7. **Civil Rights:** CONTRACTOR attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the DISTRICT. The DISTRICT assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the DISTRICT are expressly stated in the CONTRACT.
9. **Conflict of Interest – Contractor's Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the DISTRICT. This obligation shall apply to CONTRACTOR; CONTRACTOR's employees, agents, and relatives; sub-tier CONTRACTORS; and third Parties associated with accomplishing work and services hereunder. The DISTRICT has and, maintains a zero tolerance gift policy. CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the DISTRICT.
10. **Conflict of Interest – District Personnel:** The DISTRICT's Board policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any DISTRICT employee for any purpose.
11. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the DISTRICT shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct

from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

12. **Contract Disputes:** PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR's Project Manager and the DISTRICT, such matter shall be brought to the attention of the DISTRICT's Executive Director of Procurement, Central Services, and Risk Management by way of the following process:
 - a. CONTRACTOR shall submit to the DISTRICT a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the DISTRICT, on its own initiative, has already rendered such a final decision.
 - b. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which CONTRACTOR believes the DISTRICT is liable.
 - c. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT. Any final decision of the DISTRICT shall be expressly identified as such, shall be in writing, and shall be signed by the DISTRICT's Executive Director of Procurement, Central Services, and Risk Management or their designee. If the DISTRICT fails to render a decision within 90 days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. The DISTRICT's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the DISTRICT's final decision or one year following the accrual of the cause of action, whichever is later.
13. **Contractor's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on the DISTRICT sites during performance of work and services under this CONTRACT.
14. **Contractor's Personnel:** CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by the DISTRICT. CONTRACTOR's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, required by the DISTRICT.
15. **Contractor's Project Manager and Key Personnel:** CONTRACTOR shall appoint a Project Manager to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to approval by the DISTRICT and shall not be changed without the written consent of the DISTRICT, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Manager and CONTRACTOR personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services

to meet the project time lines. The DISTRICT shall have the right to require the removal and replacement of CONTRACTOR's Project Manager from providing services to the DISTRICT under this CONTRACT. The DISTRICT shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by the DISTRICT. The DISTRICT shall review and approve the appointment of the replacement for CONTRACTOR's Project Manager. The DISTRICT is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Manager from providing services to the DISTRICT under this CONTRACT.

16. **Contractor's Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold the DISTRICT hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of the DISTRICT under this CONTRACT.
17. **Contractor's Responsibility:** CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by CONTRACTOR under this CONTRACT. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with this CONTRACT.
CONTRACTOR shall supply all licenses and permits required to perform this work in accordance with local restrictions and shall pay all fees resulting there from.
18. **The District's Designated Representative:** Saddleback College shall appoint a Manager, as specified in **Article 49 - Notices**, to act as liaison between the DISTRICT and CONTRACTOR during the term of this CONTRACT. The Saddleback College's Manager shall coordinate the activities of the Saddleback College staff assigned to work with CONTRACTOR.
19. **Default – Re-Procurement Costs:** In case of default by CONTRACTOR, the DISTRICT may procure services from other sources. If the cost for those services is higher than under this CONTRACT, CONTRACTOR will be responsible for paying the DISTRICT the difference between CONTRACT cost and price paid, and the DISTRICT may deduct this cost from any unpaid balance due CONTRACTOR. The price paid by the DISTRICT shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this CONTRACT and under law.
20. **Duty to Inform:** CONTRACTOR shall inform all employees assigned to work at the DISTRICT and all bargaining units representing said employees, that CONTRACTOR is the sole employer. In addition, CONTRACTOR shall notify all employees and their bargaining units that Saddleback College and the DISTRICT are not an employer of CONTRACTOR and has only contracted with CONTRACTOR to provide Cogeneration and Central Utility Plant services at the DISTRICT. Employees of CONTRACTOR should not expect employment at the DISTRICT during or beyond the term of this CONTRACT.
21. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.
Regarding handicapped persons, CONTRACTOR will not discriminate against any employee

or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONTRACTOR agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, CONTRACTOR agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and CONTRACTOR personnel attached hereto, prior to submission to the DISTRICT. CONTRACTOR agrees that the DISTRICT review is discretionary and CONTRACTOR shall not assume that the DISTRICT will discover errors and/or omissions. If the DISTRICT discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the DISTRICT or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after the DISTRICT approval thereof, the DISTRICT approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the DISTRICT and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
23. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by the DISTRICT's representatives and it's believed to be reasonably correct, but the DISTRICT does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
24. **Expenditure Limit:** CONTRACTOR shall notify the Saddleback College Manager in writing when expenditures against CONTRACT reach 75% of the dollar limit on the CONTRACT. The DISTRICT will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
25. **Firm Fixed Level Pay Price Quotes:** Prices quoted herein shall be firm, fixed and level for the period of CONTRACT.
26. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of the DISTRICT with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the DISTRICT shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by the DISTRICT in procuring on the open market any services which

CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of the DISTRICT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

27. **Hazardous Conditions:** Whenever CONTRACTOR's operations create a condition hazardous to traffic or to the public, CONTRACTOR shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at CONTRACTOR's expense and without cost to the DISTRICT. CONTRACTOR shall comply with the DISTRICT directives regarding potential hazards.
28. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
29. **Inspections:** the DISTRICT or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this CONTRACT are being complied with.
30. **Meet and Confer.** The DISTRICT and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.
31. **Ownership of Documents:** The DISTRICT has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports, work product, intellectual property and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the DISTRICT, may be used by the DISTRICT as it may require without additional cost to the DISTRICT, and shall be turned over to the DISTRICT upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of the DISTRICT.
32. **Precedence:** CONTRACT documents consist of this CONTRACT, all BID documents (including but not limited to Addenda 1 through 9) and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be
 - (1) Addenda 1 through 9 and
 - (2) the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and the Attachments.
33. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the DISTRICT, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the DISTRICT unless otherwise agreed to by both PARTIES.
34. **Relationship of Parties:** The relationship of the PARTIES hereto is that of the DISTRICT and CONTRACTOR, and it is expressly understood and agreed that the DISTRICT does not in any way or for any purpose become a partner of CONTRACTOR in the conduct of CONTRACTOR's business or otherwise, or a joint venture with CONTRACTOR; and the provisions of this CONTRACT and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This CONTRACT is intended for the sole benefit of the PARTIES hereto and their successors, and, unless otherwise provided herein, or by law, no rights are

created, or are intended to be created, for the benefit of, or enforceable by, any third parties.

35. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The Saddleback College Manager and CONTRACTOR's Project Manager will meet weekly, monthly and quarterly, and on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by the DISTRICT for the purpose of monitoring progress under this CONTRACT.

36. **Right to Audit/Records:**

- a. Defined: "CONTRACTOR's records" as referred to in this CONTRACT shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, certified payroll, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in the DISTRICT's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the CONTRACT, and any other of CONTRACTOR's records which may have a bearing on matters of interest to the DISTRICT in connection with CONTRACTOR's dealings with the DISTRICT to the extent necessary to adequately permit evaluation and verification of any or all of the following:
- i. Accuracy of amounts billed to the DISTRICT for services provided by CONTRACTOR.
 - ii. Compliance with any requirement in this CONTRACT.
- b. Availability: CONTRACTOR's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of Saddleback College in the State of California. Such audits may be performed by the DISTRICT or an outside representative engaged by the DISTRICT.

The Saddleback College Director of Facilities or designee, upon request of CONTRACTOR and at the Saddleback College Director of Facilities or designees sole discretion, may authorize records to be kept in a single location outside the limits of the DISTRICT in the State of California, provided CONTRACTOR shall agree to pay all expenses including, but not limited to, transportation, food, and lodging necessary for the Saddleback College Director of Facilities or designee to audit or review CONTRACTOR's records. Said right shall not be exercised by the Saddleback College Director of Facilities or designee more than once per calendar year.

Upon the request of the Saddleback College Manager, CONTRACTOR shall promptly provide, at CONTRACTOR's expense, necessary data to enable the DISTRICT to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this CONTRACT and to CONTRACTOR's use of the DISTRICT. Such data shall include, if required, a detailed breakdown of CONTRACTOR's operations.

CONTRACTOR agrees to include a similar right for the DISTRICT to audit records and interview staff of any subcontractors related to performance of this CONTRACT.

- c. Period: the DISTRICT or its designee may conduct such audits or inspections throughout the term of this CONTRACT and for a period of three (3) years after final payment or longer if permitted by law.

- d. Methodology: the DISTRICT or designee may, without limitation by CONTRACTOR, conduct verifications including, but not limited to, inspection of records, observation of CONTRACTOR's employees in or about the DISTRICT Premises, and verification of information and amounts through interview and/or written communications with CONTRACTOR's employees or subcontractors.
- e. Maintenance: CONTRACTOR shall, at all times during the term of this CONTRACT, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by the CONTRACT.
- f. Retention: All records shall be retained by CONTRACTOR for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this CONTRACT expires or CONTRACT terminated.

Should CONTRACTOR cease to exist as a legal entity, CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the DISTRICT.

- g. Accounting Year: Accounting year shall be 12 full calendar months and shall follow the DISTRICT's Fiscal calendar July 1st to June 30th.

Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the CONTRACT commencement is not is same, shall be accounted for as if it were a complete accounting year.

Once an accounting year is established, it shall be continued through the term of the CONTRACT unless the DISTRICT Auditor-Controller specifically approves in writing a different accounting year. The DISTRICT Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on CONTRACTOR, and not because of mere convenience or inconvenience.

- h. Audit or Review Costs: The full cost of any audit or review, as determined by the DISTRICT, shall be borne by the DISTRICT. CONTRACTOR shall bear the full cost of any audit or review, in addition to any fee deductions applied from Attachment D – Schedule of Deductions, if any of the following conditions are found to exist as a result of the audit or review:
 - i. With respect to fees due to CONTRACTOR, an overpayment of more than a one percent difference between (a) the amount due CONTRACTOR as calculated by the audit or review and (b) the amount paid by the DISTRICT to CONTRACTOR for the identical period determined solely by the DISTRICT.
 - ii. CONTRACTOR has failed to maintain adequate and complete records and accounts in accordance with this article. The Saddleback College Manager or designee shall determine the adequacy of such records.
- i. Failure to Maintain Adequate Records: In addition to all other remedies available to the DISTRICT at law or in equity or under this CONTRACT, in the event that CONTRACTOR fails to maintain and keep records and accounts of its business operations conducted on or from the DISTRICT and/or source documents relating thereto, or to make the same available to the DISTRICT for audit or review, or to provide other information to the DISTRICT regarding fees paid to CONTRACTOR, the DISTRICT Manager, at the DISTRICT Manager's sole discretion, may:
 - i. Perform such inspections, audits, or reviews itself or through agents or employees as the DISTRICT and/or its auditors may deem appropriate to confirm the amount of

fees paid to CONTRACTOR, and any and all costs and/or expenses incurred by the DISTRICT in connection therewith shall be promptly reimbursed to the DISTRICT by CONTRACTOR upon demand.

- ii. Provide accounting services and/or a system for recording all operations by CONTRACTOR upon or from the DISTRICT, and, at the DISTRICT's option, maintain personnel on the DISTRICT to observe and/or record such operations during CONTRACTOR's business hours.

Costs payable by CONTRACTOR pursuant to this article shall include reimbursement to the DISTRICT provided services at such rates as the DISTRICT may, from time to time, in good faith, establish for such services. In the case of services provided by the DISTRICT's employees, such rates shall be sufficient to reimburse the DISTRICT for employees' salaries, including employee taxes and benefits and the DISTRICT's overhead or, at the DISTRICT's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by the Saddleback College Manager, if engaged by the DISTRICT to perform such services.

37. **Rules and Regulations:** the DISTRICT may adopt and enforce rules and regulations which CONTRACTOR agrees to observe and obey, with respect to the use of the DISTRICT and its appurtenances, facilities, improvements, equipment and services.

CONTRACTOR shall comply with all DISTRICT rules and regulations and shall observe, obey, comply with and not otherwise hinder or obstruct any and all rules, regulations, laws, ordinances, statutes or orders of any governmental authority, whether Federal, State, or local, lawfully exercising authority over the DISTRICT or the activities thereon, including compliance with Division of State Architects (DSA), Authority Having Jurisdiction (AHJ), Police, Saddleback College Police, security rules, regulations and plans, Cal OSHA, the California Regional Water Quality Control Board Region 9, and the SCAQMD.

To the fullest extent authorized by law, CONTRACTOR shall be liable to the DISTRICT for any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon the DISTRICT due to CONTRACTOR's violation of any governmental rules, regulations or standards as now or may hereafter be promulgated or enacted, including, but not limited to, the payment of any fines or penalties for any breach of security, arising directly or indirectly by the act, omission, negligence, abuse or carelessness on the part of CONTRACTOR, its employees, subtenants, agents or suppliers.

The DISTRICT shall not be liable to CONTRACTOR for any diminution or deprivation of possession, or of its rights hereunder, on account of the exercise of such right or authority as in this section provided, nor shall CONTRACTOR be entitled to terminate the whole or any portion of the rights granted herein by reason of the exercise of such right or authority, unless the exercise thereof shall so interfere with CONTRACTOR's use and occupancy of the Project Site so as to constitute a termination in whole or in part of this CONTRACT by operation of law in accordance with the laws of the State of California.

CONTRACTOR shall immediately notify the DISTRICT Police Department at 949-582-4585 of any fire, emergency, accident or reportable spill or release of fuel or Hazardous Substances. In addition, the CONTRACTOR shall notify the Facilities Maintenance Department as soon as possible at 949-582-4880, and shall be required to reportable spills or releases for those that require notification to a government entity by any fire code or Environmental law as defined herein in Article "28" – Hazardous Conditions.

38. **Stop Work:** the DISTRICT may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for

a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, the DISTRICT shall either:

- a. Cancel the stop work order; or
- b. Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. The DISTRICT is not required to provide 30 days notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.

39. **Title to Data:** All materials, documents, data or information obtained from the DISTRICT data files or any the DISTRICT medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of the DISTRICT. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of the DISTRICT. All materials, documents, data or information, including copies, must be returned to the DISTRICT at the end of this CONTRACT.
40. **Validity:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
41. **Waiver of Rights:** The failure of the DISTRICT or CONTRACTOR to insist upon strict performance of any of the terms, covenants or conditions of this CONTRACT shall not be deemed a waiver of any right or remedy that the DISTRICT or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the CONTRACT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this CONTRACT. Any waiver, in order to be effective, must be signed by the PARTY whose right or remedy is being waived.
42. **Craft Labor Time Records:** CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this CONTRACT in accordance with California Labor Code and shall allow access to and provide upon request certified payroll to the DISTRICT, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said California Labor Code, or when requested by the DISTRICT.
43. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, CONTRACTOR shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this CONTRACT. Rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlrs/DPreWageDetermination.htm>. CONTRACTOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. CONTRACTOR shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
44. **Wages Rates:** CONTRACTOR shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage as a minimum. CONTRACTOR shall comply with the provisions of Part 7, Chapter n of the California Labor Code including Section 1773, 1774, 1775, 1776, 1813, and 1815 of the Labor Code.

45. **Wage Rate Penalty:** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, CONTRACTOR shall forfeit to the DISTRICT, as a penalty, the sum identified within the Labor Code for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for work done under this CONTRACT, by CONTRACTOR or by subcontractors, in violation of the provisions of this CONTRACT. This shall be in addition to any imposed fees, penalties or fines imposed by the enforcement of the California Labor Code by other agencies.
46. **Withholding of Wage Differentials:** the DISTRICT may withhold from CONTRACTOR as much of any accrued payments as may be necessary to pay laborers, craft workmen and mechanics employed on the Project any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen and mechanics.
47. **Consequential Damages:** It is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, punitive, incidental or consequential loss or damage related to lost profits and opportunity costs arising out of this Contract.
48. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Saddleback College's Manager and CONTRACTOR's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

Saddleback College: Saddleback College
Attn: Director of Facilities
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

cc: South Orange County Community College District
Attn: Executive Director of Procurement, Central
Services, and Risk Management
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

CONTRACTOR: Veolia Energy Solutions, LLC
Attn: President
53 State Street, 14th Floor
Boston, MA 02109

IN WITNESS WHEREOF, PARTIES hereto have executed this CONTRACT on the dates shown below their respective signatures below.

VEOLIA ENERGY SOLUTIONS, LLC

Signature	Print Name	Title: President	Date
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Signature	Print Name	Title: Secretary	Date
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** If CONTRACTOR is a corporation, signatures of two specific corporate officers are required as further set forth.*

- The first corporate officer signature must be one of the following: 1) Chairman of the Board; 2) President; or 3) any Vice President.*
- The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; or d) Assistant Treasurer.*
- In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

The DISTRICT AUTHORIZED SIGNATURE:

	Ann-Marie Gabel, Vice Chancellor, Business Services		
Signature	Print Name	Title	Date

Board Approved on: _____

APPROVED AS TO FORM

ATTACHMENT A SCOPE OF WORK

I. INTRODUCTION

Since October 1, 2013 CONTRACTOR has provided services under the five (5) year Contract for the Cogeneration and Central Plant Operation, Maintenance, Equipment Refresh, and Environmental Compliance Services. CONTRACTOR shall continue to provide services as outlined in this new contract, Attachments, and Exhibits.

Services to be provided shall include the operation and maintenance of: Power generation equipment while achieving/maintaining compliance with emissions limits specified under the SCAQMD permit, See **Exhibit VII – SCAQMD Permits**. Chilled and Hot water production and systems maintenance. Repair and maintenance of High and Medium voltage power distribution systems inside both the Central Plant (CP) and Main Power House (SDG&E point of connection) and between these two buildings. All power generation related infrastructure (i.e. Cable, cable testing, communication cabling, fiber, battery charging circuits, interlocks...) between the Central Plant (CP) and Main Power House. This includes, but is not limited to the supply, support, procurement, remote systems monitoring, equipment monitoring, emissions equipment, emissions monitoring and service, necessary upgrades, preventive maintenance and periodic servicing, fuel management, equipment overhaul, maintenance, repair, replacement, the completion of all required forms including the California Energy Commissions' CEC-1304, and complete central plant operation. See **Exhibit V – Condition Assessment** for a partial list of existing equipment and a current condition assessment of each item listed.

For this scope of work, CONTRACTOR is to provide cost effective, responsive, reliable, safe, environmentally responsible services for operations, maintenance, equipment replacement, and monitoring of the Central Plant and generating equipment pursuant to this Scope of Work and CONTRACTOR's best practices. CONTRACTOR is required to recommend and implement methodologies and procedures for:

- Central Plant start-up
- Establishment of the operating and maintenance program
- Implementation of safety and environmental procedures
- Utilization of the College work order system
- Balancing the providing of chilled/hot water with the generation of electricity
- Achieving compliance with the emissions limits
- Assuring conformance with equipment manufacturer's warranties and specified maintenance intervals and requirements to maintain manufacture warranties
- Documentation and reporting
- Preparation of standard operating procedures (SOPs) to operate with optimal efficiency
- Maintain a 95% off peak uptime and a 99.9% on peak and semi peak uptime.

The Central Plant has been in continuous operation for 15 years. At the start of the Contract period, the CONTRACTOR will evaluate existing equipment and establish new operating and maintenance programs. The CONTRACTOR will provide documentation, reporting, and SOPs and equipment manuals so as to operate the plant with optimal efficiency.

II. CP DESCRIPTION

The Central Plant currently provides 1.5 Megawatts of electrical power, and at award or shortly after award of this BID, a chilled water capacity of 2000 tons. The plant was designed with an "n+1" philosophy and the DISTRICT's expectation is that the philosophy shall be carried through the

duration of this agreement. Any one of the major components, such as a generator, chiller, or main pump, can be out of commission at any time and the plant will still be able to provide electrical demand and adequate chilled water, with SDG&E utility supplied power. The plant has a tie into San Diego Gas and Electric (SDG&E) for 12kV electrical service, metered at Time of Use – ALTOU-Industrial rate schedule. A copy of a sample billings are contained in **Exhibit II**.

The CP includes the following major components:

1. Power Generation and Distribution

- a. Two (2) Waukesha L7042GSI VHP, 750 kW, 12kV Natural Gas generator sets
- b. Three (3) Alan Bradley PLC Controls
- c. Wonderware InTouch graphical user interface and computers
- d. Engine Control Switches (ECS)
- e. Paralleling Switchgear and transfer switches
- f. Synchronizing panels and interlocks

2. Chemical Treatment

- a. Chemical controller and chemical feed system

3. Emissions Control and Monitoring

- a. Two (2) emission control systems from Emission Compliant Controls Corporation consisting of:
 - i. Silencers and catalyst
 - ii. ECOM J2KN Pro Gas Analyzer
 - iii. Probes

4. Chilled Water Production

- a. One (1) York 600 ton Centrifugal Chiller
- b. One (1) York 1000 ton Centrifugal Chiller
- c. One (1) Thermax 375 ton LT38T High Efficiency, PROCHILL®, Hot water fired Absorption chiller
- d. One (1) 400 ton Single Effect, Hot Water Absorption Chiller to be install after the award of this agreement; all repair, maintenance and operation costs will be addressed in this BID and an additive alternate and must be included with this BID response
- e. Pumps, Control Valves, and Variable-Frequency Drives (VFDs)
- f. Refrigerant Monitoring/Alarm system
- g. Chemical controller and feed system (Wallchem)
- h. Cooling tower chemical treatment
- i. Cooling tower water filtration sand filter
- j. Thermal Energy Storage, TES tank (currently inactive, requires testing and monitoring for future use)
 - i. Pumps
 - ii. Dehumidifier
 - iii. Bottled Salt Medium

5. Heat Rejection

- a. Two (2) Marley 108719003-NC Stainless Steel Cooling Towers
- b. Two (2) Cane engine exhaust heat exchangers
- c. Two (2) Engine jacket water plate heat exchangers
- d. Two (2) Engine auxiliary water heat exchangers
- e. Jacket Water Radiators

- f. Pumps, Control Valves, and VFDs
- g. Engine Room Space Cooling
- h. Four (4) Roof mounted Direct Evaporative Coolers

6. Electrical Switchgear and Chiller Room Cooling

- a. Six (6) Exhaust Fans

7. Building automation system

- a. Computrols
- b. Complete BacNet, N2 or Modbus integration of all future or replacement equipment to Computrols

8. Sewage Ejection Pump Station

- a. Dual pump sump system. Central Plant does not have gravity sewer drainage.

9. Fire Alarm

Notifier (maintained by the DISTRICT)

10. The major sub-systems that make up the CP are as follows:

- a. Chilled Water System:
 - i. The purpose of the chilled water system is to provide chilled water to the DISTRICT campus air handling units and related systems.
 - ii. The CP Chilled Water (CHW) system is a primary-secondary loop arrangement.
 - iii. The chilled water system consists of absorption and centrifugal chillers as described in II above. The 600 ton centrifugal chiller and all chilled water pumps are VFD driven and interfaced with and controlled by the Computrols Energy Management System.
 - 1. The absorption chillers act as a pre-cooler for the centrifugal chillers and are pipe in a “series” configuration upstream of the centrifugal chillers. When campus wide thermal load permits, the absorption chiller(s) can satisfy the chilled water production requirements.
 - 2. During thermal loads in excess of 375 tons, the 600 ton centrifugal chiller will run in series when the load permits with the absorption chiller to satisfy the campus wide thermal load.
- b. Condenser Water System

The purpose of the Condenser Water System is to provide cooling water for the absorption and centrifugal chiller condensers.
- c. Engine Waste Heat Rejection System/Hot Water Production
 - 1. Engine jacket water and exhaust heat are captured with plate exchangers and Cane exhaust heat capture systems and is used in conjunction with the gas fired boilers when necessary to heat the campus wide hot water loop, thereby satisfying the DISTRICT’s need for building heat, domestic hot water and pool heating.
- d. The Hot Water System is a closed loop water system.
 - 2. Electronic Control Systems
 - a. The purpose of the electronic control systems is to manage both chilled/hot water production as well as controlling pressures and flow.

e. Building Automation System

- i. The Computrols Energy Management System provides campus wide control of all HVAC systems.

In addition to the components and sub-systems contained within the CP site, all of the 12 kV electrical cables, switches, oil and air cooled transformers in and between both the CP and Main Power house are a part of the maintenance responsibilities of the successful BIDDER, and required to be included in your BID response.

III. DESCRIPTION OF REFRESH EQUIPMENT AND SYSTEMS BY YEAR

Include in your BID response, all costs for the maintenance, repair and or replacement of the systems and or equipment as outlined in Section XI, in addition to all other previously outlined requirements.

IV. PLANT FAMILIARIZATION, TAKEOVER AND TRANSITION

The CONTRACTOR is to assume that the prior maintenance contract vendor will not provide any documentation of the previous 10 years of operation. CONTRACTOR will train themselves on the operation of the existing equipment and procedures including review of existing equipment, equipment documentation, equipment manuals, warranties, and emissions guarantees.

V. PLANT OPERATIONS

CONTRACTOR will submit a strategy to operate the plant in the most cost effective manner, taking into consideration San Diego Gas and Electric (SDG&E) KWh rate charges by season, SDG&E KW demand charges, natural gas rate charges by season, staffing costs, and associated demands maintenance, environmental compliance, and college calendar along with the colleges' normal hours of operation.

CONTRACTOR must provide a comprehensive operations plan that will address the requirements to have 24/7 monitoring and operation of the power generation, chilled/hot water systems, emission control systems, and high voltage distribution. CONTRACTOR will take into account the power and chilled/hot water requirements of the College complex throughout the year in addition to the SDG&E rate and demand schedules, and natural gas rate charges by season.

The following background information is provided with respect to the ongoing operations of the Central Plant and shall be used as a guide for the CONTRACTOR.

1. Power Generation:

- i. Power generation control is managed through the use of 3 each networked Alan Bradley PLCs with a Wonderware "InTouch" front end.
- ii. Prior to the gensets actually starting, a "request to start" signal can be sent to the Alan Bradley PLCs from the Wonder Ware GUI. The Alan Bradley PLCs will start up and control the set points for the pump outputs and pre-lubrication system start. After pre-lubrication is complete, the Alan Bradley PLC provides a Generator Start Permissive for generator operations and enables the manual start button on the front of the PLC and the wonder ware software start.
- iii. The Generator main breaker will send a signal to close ready for paralleling operation. Each Generator shall be set to Minimum Output of 250KW (33% of the generator capacity) and the maximum normal output of 750KW (100% of generator capacity). The plant will be required to import a minimum of 5 percent of kW demand from SDG&E during operation and will load follow on a continuous basis. Both engines will be started and synchronized. The utility import load shall be slowly ramped down

to a value of 5% of demand and will continue to load follow. When the Load Demand exceeds 1500KW the college will import additional power for the utility as needed.

- iv. CONTRACTOR shall ensure the gen-sets are operated under adequate loads and in such way as to provide the required electrical power in an economical and efficient manner and so as to promote the longevity of the gen-sets. Operation will include the monitoring and management not only of the gen-sets themselves but also all associated switchgear, synchronization gear, main distribution panels and cabling and connections between gen- sets and distribution panels and the Main Campus Power House; as well as the operation, testing and documentation of the emissions systems. CONTRACTOR shall maintain a log of operating hours for every gen-set and associated emissions equipment as required by AQMD, C.A.R.B. as well as shall complete annual California Energy Commission California power plant owners CEC-1304 documentation.

2. Chilled Water Operation:

- i. Computrols is the Building Automation System currently controlling the chilled water product and the air conditioning systems and chillers thought-out the College.
- ii. For cooling loads less than 350 tons a 380 ton Absorption Chiller will be utilized.
- iii. For cooling loads less than 1000 tons a combination of 380 ton Absorption Chiller and a 600-ton Centrifugal Chiller equipped with a VFD drive will be utilized.
- iv. For cooling loads 1000 tons or grater a combination of Absorption Chillers and 600 or 1000 ton Centrifugal Chillers will be utilized.
 - 1. Stage one cooling < 380 tons
 - 2. Stage two cooling < 1000 tons
- v. Stage three cooling > 1000 tons
- vi. Whenever an Absorption Chiller or a Centrifugal Chiller are operating, the main chilled water pumps operate in unison to maintain a differential pressure across the chilled water supply and return headers in the CP. The differential pressure set point will be reset by differential sensor in the CP

3. Chilled Water Delivery

- i. Design is for 42 to 45 degrees F water temp and 5 Pounds Per Square Inch Differential (psid) at the most remote monitored point and greater than 0 lbs. pressure on the Chilled water return at the central plant to avoid vacuum on the return leg.

4. Hot Water Delivery

- i. Design is for 10 to 15 degrees F delta water temp and 5 Pounds Per Square Inch Differential (psid) at the most remote monitored point and greater than 0 lbs. pressure on the hot water return at the central plant to avoid vacuum on the return leg.

5. Hot Water Operations

- i. Minimum Utilization of Waste Heat
 - 1. The chilled water absorption chiller(s) must use waste heat from the engines.
 - 2. The maximum heat therms must be directed to the hot water look while maintaining the engines operation within the engine manufactures operating specifications

6. Operating Constraints

- i. SCAQMD Permit, See **Exhibit VII – AQMD Permits**.
 - 1. Permit requires emissions monitoring.
- ii. Engine Emissions and Emissions Reduction Requirements
 - 1. The engine's exhaust (before the oxidation catalyst) Nitrogen (NO_x), Carbon Monoxide (CO), Volatile Organic Hydrocarbons (VOCs) and Oxygen (O₂) concentrations, and flow rate shall not fluctuate by more than the limits specified in the applicable SCAQMD permit.

7. Air Quality Engine Permit Emission Limitations

- i. At all times, engine emissions to the atmosphere from each engine system shall not exceed permit limits.
- ii. Except during cold start-up, not to exceed 20 minutes
- iii. Source testing shall be conducted annually and for a minimum of 60 minutes. Testing shall be done for at least 30 minutes during normal operation (actual duty cycle) in addition, testing shall be done for NO_x and CO emissions for at least 15 minutes at: An engine's peak load, or the maximum load that can be practically achieved during the test, and at actual minimum load, excluding the idle, or the minimum load that can be practically achieved during the test.
- iv. The operator shall only use a source testing contractor that is approved by the executive officer under the district's laboratory approval program (LAP) for the necessary test methods, the operator shall comply with the procedures stated in rule 1110.2(F)(1)(C)(IV) through (VII) – amended 02/01/2008, regarding the submittal of the source test protocol, source testing reports and utilities for sampling and testing equipment.
- v. Maintain a monthly operating engine log that includes:
 - 1. Total hours of operations
 - 2. Type of gaseous fuel
 - 3. Fuel consumption (cubic feet of gas)
 - 4. Cumulative hours of operation since the last source test required in subparagraph (F)(1)(C) of rule 1110.2 – Amended 02-01-2008
 - 5. Log shall be updated daily and shall be available for inspection at any time
 - 6. See permit for complete requirements

8. Air Quality Boiler Permit Limitations

- i. At all times, Boiler emissions to the atmosphere from each boiler system shall not exceed permit limits.
- ii. Source testing shall be conducted annually.
- iii. The operator shall only use a source testing contractor that is approved by the California Air Resources Board in the required test methods for criteria pollutants to be measured and in compliance with district rule 304 and 217.

- iv. Maintain a monthly operating boiler log that includes:
 1. Total hours of operations
 2. Type of gaseous fuel
 3. Fuel consumption (cubic feet of gas)
 4. Cumulative hours of operation since the last source test.
 5. Log shall be updated in conformity with the applicable permit and shall be available for inspection at any time.
 6. See permit for complete requirements.

VI. EQUIPMENT AND SYSTEM MAINTENANCE

During the three (3) month term of this Agreement, CONTRACTOR is expected to provide normal planned maintenance and repair of the equipment in its bid price and will not be required to provide full service maintenance. If repair requires replacement, major overhauls, or other maintenance above normal planned maintenance, the District will be responsible for any associated costs.

As part of its maintenance responsibilities for the equipment on the site, CONTRACTOR is requested to provide an equipment maintenance program including the following:

- Provide a reliable system operation between outages and obtain the highest possible efficiency and economy from all the plant components.
- Develop and implement routine maintenance program, inspection program and upgrade program to maximize safety, reliability, efficiency and economy, and adhere to environmental regulations and equipment manufacturers conditions for warranties, guarantees and defined maintenance schedule intervals.
- Provide and use OEM parts and avoid parts procurement related delays by maintaining an inventory of parts and equipment on hand to address failures requiring immediate repair.
- Performance monitoring to maintain optimum operations, provide warnings of problems in advance and reduce the probability of unscheduled performance limitations or shut downs.

CONTRACTOR shall explain how it will accomplish the following with respect to its maintenance program:

- Provide preventive and corrective maintenance services designed to ensure safe, reliable, economic and efficient operation of the generators as well as to prolong their useful life. This shall include maintaining all equipment according to their operations manuals and the Manufacturer's recommendations including schedule maintenance intervals. This shall also include the performance of maintenance activities to assure compliance with conditions associated with the manufacturers' warranties and guarantees. Periodic checks and oil sampling shall be conducted along with servicing required by accumulated operating hours.
- CONTRACTOR will maintain an inventory of parts, equipment and supplies on hand to address failures that require immediate repair. CONTRACTOR shall avoid parts procurement related delays, and avoid necessary down time to repairs.
- The CONTRACTOR will implement its, predictive, and corrective maintenance program for the following equipment. At a minimum, all work and parts must be Original Equipment Manufacturer (OEM) parts and or manufacture recommended materials for repairs. For all equipment in this scope, CONTRACTOR will provide maintenance services by in-house staff or by using third party contracts for the following equipment:

- Engines/Generators
- Emissions/Boilers and Engines
- Absorption Chillers
- Centrifugal Chillers
- Cooling Towers
- Pumps and Variable-frequency Drives (VFD's), including annual drive test and inspection
- Direct Evaporative Coolers
- Fans, fan coils, air conditioning units
- Sewage ejector pump system
- Medium voltage paralleling switchgear assembly (CP and Main Power House)
- Medium voltage circuit breaker (CP and Main Power House)
- Protective relays (CP and Main Power House)
- Synchronization systems
- Main control panel and control circuits
- Meters and instruments (CP and Main Power House)
- Batteries and chargers (CP and Main Power House)
- 12 KV Cabling within and between CP and Main Power House
- 12 KV Oil and air cooled transformers
- Electronic Systems:
 - Electronic Controls (including PC workstations and laptops)
 - Trace Continuous Emission Monitoring System (CEMS) (including PC workstation, certification and calibration) Future installation!
 - Alan Bradley PLCs for Engine and Pump Management
 - Wonderware InTouch front end (including PC workstation)
 - System software and hardware upgrades shall be performed as recommended by the manufacturer and as they become available. This will include the remote monitoring, CEMS, and all other equipment identified herein. All software licenses shall be shared with the college.
 - Maintenance of Direct Digital Control (DDC) system field devices is also included. Field devices that are utilized specifically for the power generation and hot/chilled water systems are CONTRACTOR's responsibility. This includes items such as the natural gas meters, cooling system flow meters, valves and actuators, temperature and pressure sensors. CONTRACTOR must also perform annual and as-needed calibration of sensors.

The preceding list is provided as a guide. Any equipment or systems relating to the Central Plant and related generation equipment will also require maintenance and replacement by the CONTRACTOR or its third party contractors.

VII. ON SITE STAFFING AND RESPONSE TIMES

CONTRACTOR shall provide a combination of on-site staff coverage along with times when there are no operators physically at the CP. The college expectation is that there shall be on site personal on campus between the hours of 7am to 4pm Monday through Friday, and that they will attend all regular scheduled, and special meetings as required by the Saddleback College Facilities Maintenance Director or designee. CONTRACTOR shall be provided with an office space and phone and will provide the college with 24/7 access cell phone numbers for all site personal. The CONTRACTOR shall also preform remote monitoring during all hours, and particularly during times when CONTRACTOR's staff is not present at the plant.

CONTRACTOR shall have a College approved documented process in place for responding in the event of an abnormal, alarm, or emergency condition as defined as follows:

- Abnormal – situation where the generation system or a subsystem is operational but requires a technician response.
- Alarm – situation where a condition with the generation system or a subsystem has caused a partial shutdown of that equipment.
- Emergency – situation where the equipment has failed to operate or is in imminent danger of catastrophic damage if not immediately attended to.

VIII. SITE PROCESS DOCUMENTATION

A Plant Operating Manual including standard operating procedures will need to be prepared by CONTRACTOR within 30 days after the commencement date. In addition to the operation, maintenance, and environmental compliance procedures, CONTRACTOR shall include the following items in the manual:

- Spare OEM parts to be stocked
 - For each major equipment item
 - For mechanical support systems
 - For electrical support systems
 - For control and instrument systems
- List and estimates of expendable OEM supplies
- Chemicals for water treatment, oil, coolant...
- Emissions consumables
- Gaskets, seals, bearings
- Pipe and tubing materials
- EGT Probes and O2 sensors
- Subcontracts
- Other outside services required
 - i. Water treatment
 - ii. Water analysis
 - iii. Fuel/Oil analyses
 - iv. Environmental testing (can be performed in house by certified personal)

The Plant Operating Manual shall provide a list of all equipment CONTRACTOR intends to use that is necessary to acquire data transmitted through the generation and chilled water system's System Control and Data Acquisition (SCADA) in order to monitor the performance of the system. In the event a system fault occurs, the successful CONTRACTOR will respond and remedy the fault. This monitoring includes both the CEMS (not currently installed) and the SCADA system outputs.

For remote monitoring, the Plant Operating Manual shall include a table of data points that will be broadcast on a continuous basis (including CEMS data) through either Virtual Private Network (VPN) or private web page.

IX. SCAQMD COMPLIANCE

The CONTRACTOR will maintain in compliance with all SCAQMD regulations and permit requirements including copies of engine and boiler permits and an Inspection and Monitoring Plan. CONTRACTOR will be responsible for any fines and penalties levied by SCAQMD if such fine or penalty relates to the direct negligence of the CONTRACTOR.

X. PARTS AND CONSUMABLE SUPPLIES

1. CONTRACTOR shall provide stock levels of all critical OEM spare parts and consumable items necessary to maintain the central plant equipment and generator sets for a period of 3 months of continuous usage. If such data is not available, stock levels will be determined from CONTRACTOR'S best practices. Each year, this requirement shall be based on actual data from past annual usage. The DISTRICT shall review the recommendations and approve them prior to the contractors' procurement. The CONTRACTOR is responsible for purchasing all necessary supplies, parts, tools, consumables and any other items necessary for the operation of the Central Plant. OEM parts will be used unless approved by the DISTRICT prior to procurement and only if the OEM parts are unavailable. Any part or supplies not available in OEM shall be submitted to the DISTRICT for review and approval according to Article 30 of the general conditions and prior to procurement and substitution.
2. CONTRACTOR must monitor stock levels and replenish parts and supplies taking into account realistic procurement and transportation lead times, so as to avoid a condition of a zero balance of any normally stocked item. The parts and supplies to be managed include but are not limited to; filters, acids, coolants and lubricants and any other supplies and/or parts that could reasonably be expected to fail within one year, such as hoses, belts, clamps, fuel injectors, switches, cables, connectors, gaskets, EGT sensors, seals, bearings, etc. CONTRACTOR's supply management shall be consistent with the DISTRICT policies and procedures for requesting, receiving, storing, inventorying and issuing of supplies. The DISTRICT will provide storage space for these spare parts and at the DISTRICT's discretion may require the CONTRACTOR to increase stock levels to a level the DISTRICT find adequate. Upon the termination of the Contract, the DISTRICT will retain ownership of the parts, supplies and purchased by the CONTRACTOR with the exception of any equipment or part costing more than \$1,000. For items purchased in excess of \$1,000 each, the DISTRICT will pay CONTRACTOR the original documented purchase price of the item if such item was purchased by CONTRACTOR or CONTRACTOR'S contractor within one year of the termination date.

XI. PERFORMANCE MONITORING AND TESTING

The CONTRACTOR shall perform continuous monitoring and testing as required by manufacture recommendations and schedule intervals. The CONTRACTOR shall use the Saddleback College work order system and create within the work order system a complete data base to allow for the creation and tracking of preventative maintenance tasks

Centrifugal Chiller maintenance, test, tube bundle cleaning, oil sampling/testing, refrigerant sampling/testing, inspection of Belzona coating and visual inspections shall be performed at a minimum every 12 months. Eddie Current testing shall be performed at a minimum every 24 months.

Absorption Chiller maintenance, refrigerant purge, test, tube bundle cleaning, brine sampling/testing visual inspection and inspection of coating shall be performed at a minimum of every 12 months or as required by equipment manufacture. Eddie Current testing shall be performed at a minimum every 24 months.

Cogeneration heat exchange equipment shall be continuously monitored for performance and opened and visually inspected at a minimum of every 12 month to verify that there is no scaling in the plate exchangers and no cracking in the Cain heat exchange units, bypass baffles and controls which could affect performance.

XII. MONITORING PROGRAM

A monitoring program shall be maintained as defined above and in **Attachment "A" XIII Operational Cost Optimization**. This will compare the performance of major equipment and overall system with performance and a CONTRACTOR defined operational standard. This comparison will be the basis for analyses of deviations and BIDs for remedies. A reference test standard shall be defined and plant performance testing shall be initiated to test performance in comparison with a standard. CONTRACTOR may develop a reporting format or utilize one provided by the College Project Manager.

1. Test items and test duration: Monitoring device calibration shall be performed annually. Testing shall be performed annually. The test items shall follow the general testing standard and recommendations provided by the manufacture.
2. Measuring points and location: Prior to performance monitoring, the availability of the measuring equipment shall be verified and calibrated to an acceptable tolerance. The CONTRACTOR shall provide a list of measuring points in order to conduct the monitoring and testing during the operation period. CONTRACTOR may develop a list by referring to the information provided in the manuals and in collaboration with the College Project Manager's Project Manager. The list of measuring points shall include a list of all instruments that are available at site and are useful for the monitoring, and detailed drawings in order to study the location of measurements and the possibility to install portable devices during the monitoring. Instrumentation and measurement uncertainty: An uncertainty analysis shall be performed prior to the test. The performance test code always establishes a limit for each required measurement uncertainty. A post-test uncertainty analysis should be performed to assure that the actual test has met the requirement of test code. The overall test uncertainty will be calculated in accordance with defined procedure and by the specified standard.
3. Computation of results: Determine the power output and heat rate at specified conditions. Recorded data used for computation of the results is the average value of the readings during a single test run. Instrument and other corrections may be necessary to apply before using these data.
4. Result evaluation: The results of the monitoring will be used in calculating the different parameters such as fuel flow and efficiency. All results will be adjusted based on correction curves. These correction curves are normally included in the obligation of the supplier to submit, but, if not available, they can to some extent be replaced by standard correction curves from different standards. During performance monitoring, an overall check of the status of actual measuring shall be made before any decision on more detailed measuring is taken. Only if recorded measurements indicate differences and/or uncertainties in values, a more detailed measuring program shall be elaborated for a renewed calculation of efficiency.

Deviations in the efficiency can normally be deduced from deviations in important parameters. These parameters also give an indication of the source of deviation. Therefore, very accurate measurements and detailed calculations taking all possible parameters, e.g. according to European Standard DIN 1942, are not required. Normally, readings from the fixed installed instruments are sufficient and the result will be approximate figures for efficiency.

XIII. WARRANTY

1. Monitoring

- a. CONTRACTOR will recommend methods to monitor the performance of the gensets, ensuring the operating temperatures, oil pressure, and any other measurement data (as necessary) are within the expected range of normal and shall perform all periodic checks and preventive maintenance, and shall perform periodic servicing that shall be at the minimum as defined by equipment manufacturer or more if required. In such cases, when servicing is performed under a manufacturer's warranty or a separate vendor's contract, the CONTRACTOR shall monitor and serve as a liaison for DISTRICT and shall make and keep records of such servicing. CONTRACTOR shall provide all consumable supplies necessary for servicing. CONTRACTOR shall forecast to College Project Manager when such servicing will be required and shall make and keep appropriate records of when the servicing has been completed.
- b. CONTRACTOR will sub-contract to a College Project Manager approved company for the testing, for the periodic monitoring and inspection of all the chillers, ensuring the operating temperatures, oil pressure, and any other measurement data (as necessary) are within the expected range of normal and shall perform all periodic checks and preventive maintenance, and shall perform periodic servicing that shall be at the minimum as defined by equipment manufacturer or more if required. In such cases, when servicing is performed under a manufacturer's warranty or a separate vendor's contract, the CONTRACTOR shall monitor and serve as a liaison for College Project Manager and shall make and keep records of such servicing. CONTRACTOR shall provide all consumable supplies necessary for servicing. CONTRACTOR shall forecast to College Project Manager when such servicing will be required and shall make and keep appropriate records of when the servicing has been completed.
- c. After award, CONTRACTOR shall monitor applicable equipment warranties, ensuring no warranty provisions are violated and shall coordinate with College Project Manager, any warranty claims with the equipment vendor. CONTRACTOR shall ensure that all operation and services of warranted equipment is in agreement with the applicable warranty provisions.

XIV. REPORTING REQUIREMENTS

1. CONTRACTOR shall list, as outlined above, reports that will be generated, including their frequencies, to include operating logs, forecasts of gen-set service, reports of repairs needed and completed, service logs, fuel consumption reports, recommendations for other than OEM parts and components and/or consumables, monthly KW production, monthly KW SG&E Import, monthly SoCal Gas natural gas usage, etc.
2. CONTRACTOR shall work under direction of the College Project Manager or designee. CONTRACTOR shall report immediately to the College Project Manager any unplanned

shutdowns, electrical emergency or potential safety hazards or failures and follow-up this notification in writing as soon as possible.

3. CONTRACTOR shall notify the College Project Manager and Central Plant Main Administrator at 949-582-4880 or Ext. 4880 of any equipment malfunction within one (1) hour of the CONTRACTOR's observation/alarm notification of the equipment failure or observation.

XV. QUALITY CONTROL

CONTRACTOR shall provide a schedule to meet with the College Project Manager, or designated representative. Mutual effort shall be made to resolve any and all problems identified. The College Project Manager will monitor the CONTRACTOR's performance in each functional area under this CONTRACT and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. If the CONTRACTOR fails to perform according to the performance standards, a Notification of CONTRACT Deficiency or CONTRACT Deficiency Report will be issued by the College Project Manager. CONTRACTOR shall explain, in writing, why the performance standards were not adhered to and how recurrence of the problem will be prevented in the future.

The DISTRICT reserves the right to have an independent third party audit CONTRACTOR operations and prepare and/or review reports and documentation. CONTRACTOR shall be responsible for all Quality Assurance/Quality Control (QA/QC) reporting and for all other reports required by SCAQMD, and all other authorities having jurisdiction, and shall be responsible for all fines or penalties levied by SCAQMD, California Energy Commission, C.A.R.B. or any other agency having jurisdiction.

XVI. TRAINING

1. CONTRACTOR will provide all site personal with training in the following disciplines at a minimum; the College Project Manager must approve any exceptions in writing. All requests shall be accompanied by a training schedule which outlines the areas of deficiency and the upcoming schedule training and completion dates.
 - a. Waukesha Certification in Gas Engine Technologies; preferably Waukesha Gold Wrench Certification.
 - b. Thermax, or like manufacture Absorption chiller
 - c. York, or like manufacture factory centrifugal chiller training
 - d. 70E electrical safety
 - e. Medium voltage (12 KV) system and safety training
 - f. Emissions testing and certification
2. CONTRACTOR will propose a training schedule for the CONTRACTOR's staff that does not have sufficient training in a designated discipline prior to deployment, unless an exception is approved in writing by the College Project Manager.
3. If the CONTRACTOR does not have staff with the above minimum qualifications, they may provide subcontractors with the necessary qualifications. The College Project Manager reserves final approval of any such subcontractor and its proposed site personal. If for any reason the College Project Manager feels that the proposed subcontractor or its site personal is not acceptable, the CONTRACTOR shall seek another subcontractor until the College Project Manager approves the selection. The DISTRICT shall not be responsible for any levies, fines, or penalties related to withholding approval of any subcontractor the College Project Manager does not find acceptable. The College Project Manager will not withhold approval of any subcontractor without cause.

XXI. SYSTEM SCHEMATICS

The System Schematics are provided in **Exhibit IV**.

XXII. DISTRICT'S OBLIGATIONS

The DISTRICT shall provide reasonable means of access to the site. The College Project Manager shall coordinate the operation of its existing facilities at the Project Site to permit CONTRACTOR to perform the work required under the CONTRACT. CONTRACTOR shall be permitted to control and/or operate all facilities or equipment necessary to perform the services herein described at a time and date approved by the College Project Manager 7 days prior to commencement of work.

The College Project Manager shall be responsible to provide the following:

1. During the term of this CONTRACT, the College Project Manager shall not perform any maintenance on the equipment or otherwise modify the equipment or any equipment related to the Project Site in any way that would alter, modify or change the configuration or operation of the equipment as originally installed without providing the CONTRACTOR with 30 days written notice.
2. In the event of an emergency, the College Project Manager shall allow the CONTRACTOR to immediately shut down operation of equipment when there is an appreciable risk that continuing operations will result in significant damage to the equipment, cause personal injury or will result in any violation of any applicable permits or laws relating to the operation of the equipment. This will not relieve the CONTRACTOR of any terms of this agreement including but not limited to fines or penalties levied as a result of said shutdown.
3. The College Project Manager assumes primary responsibility in notifying CONTRACTOR in the event of an emergency. If an emergency occurs after CONTRACTOR's normal business hours, Campus Police shall contact the CONTRACTOR on the After Hours Response Line, phone number to be provided by the CONTRACTOR. If an emergency occurs during normal working hours, then the College Project Manager shall contact CONTRACTOR's site personal.
4. Fire Alarm System components and operation.
5. Computrols system components and operation.
6. Daily custodial cleaning of the restroom. CONTRACTOR will be responsible for the removal and disposal of all trash and debris related to the first floor central plant and outdoor equipment areas.
7. Landscaping and Landscaping Maintenance
8. Two CONTRACTOR parking spaces (contractor shall be responsible for purchasing and maintaining current parking permits for all site personal or visitors). Permits must be purchased from the Saddleback College Campus Police Department
9. Work space for CONTRACTOR
10. Internet access
11. DISTRICT Phone with phone number

**ATTACHMENT B
CONTRACTOR'S
PRICING**

This Attachment B – CONTRACTOR'S PRICING, is attached to and forms part of the Agreement entitled "Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services" dated October 1, 2018 between South Orange County Community College District herein referred to as "DISTRICT" and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as "CONTRACTOR".

I. COMPENSATION

This is a **FIRM FIXED PRICE PAY**, CONTRACT between the DISTRICT and CONTRACTOR for services defined in the Project Documents, **Attachment A - Scope of Work** and all Exhibits and Addenda for a fixed amount of \$134,051.00 (\$44,683.66 per month), Labor rates will be paid according to prevailing wage or better, and all subcontracts, materials and supplies shall be paid for and provided to the DISTRICT by the CONTRACTOR.

CONTRACTOR: For parts and/or services not in the CONTRACTOR's scope of work, the CONTRACTOR must provide to the College Project Manager line item costs in writing to the Saddleback College Manager prior to all expenditures in order for the DISTRICT to develop a change to the Contract. The DISTRICT reserves the right to subcontract and/or buy parts and/or services directly from others without paying a mark-up or pass-through fee to the CONTRACTOR.

CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, insurance and bonds, vehicles, equipment, tools, materials, overhead, travel, any reasonably unforeseen difficulties which may arise or be encountered in the execution of the specified services.

CONTRACTOR shall only be compensated as set forth herein below for work accepted by the Saddleback College Project Manager and performed in accordance with the Scope of Work under this Contract. The DISTRICT shall have no obligation to pay any sum in excess of total CONTRACT firm fixed Level Pay amount specified, unless authorized by DISTRICT approved change orders for Out of Scope services, parts, supplies, and/or equipment

II. FEES AND CHARGES

1. **Firm Fixed Price Payment Schedule for "In Scope Work"**
2. **The following mutually agreed payment schedule for "in-scope" work payments over the three (3) months of this three (3) month Contract is provided for the fixed price services for cogeneration and central plant operation, maintenance, and environmental services Out of Scope Labor Schedule for Supplementary Support.**

The DISTRICT may request a change to the contract for the CONTRACTOR to provide hourly services for "out of scope" work. During the life the Contract, the following rates will be in effect subject to mutually agreed upon annual inflationary increases tied to the most applicable Consumer Price Index published by the Federal Department of Commerce, Bureau of Labor Statistics during the life the Contract. CONTRACTOR will provide the appropriate index for College approval prior to rate adjustments.

The following remuneration schedule is provided for the CONTRACTOR employees providing DISTRICT approved out of scope services to be performed at the Saddleback College Central Plant Facility:

Supplemental Fully Burdened Labor Billing Rates for Out of Scope Work

Position Description	Hourly Rate	Approved Overtime Rate Per Hour	Approved Double Time Rate Per Hour
Project Manager	\$ 125 per hr.	\$ 188 per hr.	\$ 250 per hr.
Computer Technician/Programmer	\$ 150 per hr.	\$ 225 per hr.	\$ 300 per hr.
Electrical Powerline Installer/Repairer	\$ 85 per hr.	\$ 128 per hr.	\$ 170 per hr.
Electrical Utility Installer/Repairer	\$ 85 per hr.	\$ 128 per hr.	\$ 170 per hr.
Electrician Journeyman	\$ 80 per hr.	\$ 120 per hr.	\$ 160 per hr.
Electronics Technician Installer/Repairer	\$ 125 per hr.	\$ 188 per hr.	\$ 250 per hr.
Engine Mechanic	\$ 110 per hr.	\$ 165 per hr.	\$ 220 per hr.
Equipment Cleaner	\$ 55 per hr.	\$ 83 per hr.	\$ 110 per hr.
General Laborer	\$ 55 per hr.	\$ 83 per hr.	\$ 110 per hr.
General Maintenance Worker	\$ 75 per hr.	\$ 113 per hr.	\$ 150 per hr.
HVAC Mechanic	\$ 85 per hr.	\$ 128 per hr.	\$ 170 per hr.
Industrial Cleaner	\$ 75 per hr.	\$ 113 per hr.	\$ 150 per hr.
Jig and Fixture Builder	\$ 75 per hr.	\$ 113 per hr.	\$ 150 per hr.
Pipefitter	\$ 90 per hr.	\$ 135 per hr.	\$ 180 per hr.
Plumber	\$ 90 per hr.	\$ 135 per hr.	\$ 180 per hr.
Pump/Boiler Mechanic	\$ 90 per hr.	\$ 135 per hr.	\$ 180 per hr.
Safety Technician/Coordinator	\$ 150 per hr.	\$ 225 per hr.	\$ 300 per hr.
Site Administrator	\$ 50 per hr.	\$ 75 per hr.	\$ 100 per hr.
Site Coordinator	\$ 45 per hr.	\$ 68 per hr.	\$ 90 per hr.
Site Operations Manager	\$ 135 per hr.	\$ 203 per hr.	\$ 270 per hr.
Site Operations Supervisor	\$ 125 per hr.	\$ 188 per hr.	\$ 250 per hr.
Site Operator	\$ 110 per hr.	\$ 165 per hr.	\$ 220 per hr.
Site Service Coordinator	\$ 45 per hr.	\$ 68 per hr.	\$ 90 per hr.
Site Technician	\$ 85 per hr.	\$ 128 per hr.	\$ 170 per hr.
Software Technician/Programmer	\$ 125 per hr.	\$ 188 per hr.	\$ 250 per hr.
Worker	\$ 58 per hr.	\$ 87 per hr.	\$ 116 per hr.

3. Sub-Contractor Markup Percentage Limits for DISTRICT Approved Out of Scope Work Provided by the CONTRACTOR

The DISTRICT may request the CONTRACTOR to provide change proposals for Subcontractors to provide out of scope services. In these cases, the DISTRICT has limited the CONTRACTOR overhead and profit mark-up percentages for these services to 10% for overhead, and for profit. The CONTRACTOR shall show and detail changes to the contract as line items in their payment requests.

III. WITHHOLDINGS

The District shall retain the right to withhold all payments should any provision of this CONTRACT not be deemed to be completed in a satisfactory manner or in accordance with this CONTRACT by the College. If payment is withheld, the College Project Manager shall notify CONTRACTOR in writing of the reason(s), and what action is required before payment will be

made. Otherwise, the DISTRICT shall make payment within 30 days after receipt and approval by of the invoice by the College Project Manager.

IV. REQUEST FOR PAYMENT (INVOICING)

- a. **Request for Payment:** CONTRACTOR is to provide an invoice for the period of service to the College Project Manager for approval and processing.
 - i. **Request for Payments Consistent to BID.** Payment application shall match the BID amount provided by the CONTRACTOR.
 - ii. **Approved Maintenance and Capital Projects from First Year Maintenance or Capital Improvement Fund.** As an attachment or part of the Request for Payment when project work is performed, the CONTRACTOR will provide a description of the work performed for each project. This work is provided from the First Year Operations and Maintenance Fund and the Capital Improvement Fund (established by this Contract). In these cases, Payments for these projects are included in rate schedule provided above in Section II.1
 - iii. **Unconditional Waivers.** Each Request for Payment submitted by the CONTRACTOR shall include Unconditional Waivers from each sub-contractor and supplier who has performed work or provided materials to the site even if the subcontractor or supplier has not filed a preliminary Stop Notice or Stop Notice prior to College Project Manager's receipt of payment application. Unconditional Waivers will be submitted with the following payment application for the prior months Conditional Waivers.
 - iv. **Certified Payroll.** Each Request for Payment shall include certified payroll submittal to the Department of Industrial Relations as required and for the billing period as applicable.
 - v. **Schedule of Values.** Payment application shall match the Schedule of Values provided by the CONTRACTOR down by month and year.
- b. **Request for Payment Forms:** Request for Payment form shall be divided according to the tasks set forth in the **Attachment A** to the CONTRACT. Responsibility for providing an acceptable invoice to the College Project Manager for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction. A proper invoice shall include all appropriate documentation and information as may be required elsewhere in this CONTRACT.
- c. **Frequency:** CONTRACTOR shall request payment for work performed once per month with required supporting documentation and to the reasonable satisfaction of the College Project Manager.
- d. **Status Report:** A Scope of Work status report shall be submitted at the same time as submission of each Request for Payment. This status report shall include a written narrative of work performed during the invoicing period.
- e. **Payment:** The College Project Manager shall be responsible for remitting payment within 30 calendar days of the date of receipt of an approved invoice in a format acceptable to the DISTRICT, and verified and approved by the College Project Manager.
- f. **Services:** Billing shall cover all services and/or goods not previously invoiced and provided between billing periods.
- g. **Hourly Rate:** When hourly rates are provided for out of scope work that is agreed to on a

time and material basis, daily timesheets of the CONTRACTOR staff showing hours worked and the person's name and classification/title shall be provided to the College Project Manager with the payment application.

- h. **Classifications/Titles:** CONTRACTOR's employee's name and classification/title must agree to the title stipulated in **Attachment B** and **Attachment C** of the CONTRACT.
- i. **Reimbursable:** There are no reimbursable items as a part of this BID.
- j. **Disclaimer:** Payments made by the DISTRICT shall not preclude the right of the DISTRICT from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

ATTACHMENT C
Staffing Plan
(Add additional lines if needed)

This Attachment C – STAFFING PLAN, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

1. **Key Site Personal to perform CONTRACT duties** (attach a separate sheet if additional space is necessary)

Name	Classification/Title
<u>Ray Carpenter</u>	<u>Plant Operator</u>
<u>Christopher Ruff</u>	<u>Site manager</u>
<u>Tina Heath</u>	<u>EHS Manager</u>
<u>Wes Holm</u>	<u>Project manager</u>
<u>Other contractor regional staff</u>	<u>As directed by the Veolia project manager with prior approval from the College Project Manager. (per Contractor requirements). Please see next page.</u>

2. **Alternate Site Personal - Subcontractor(s)** (for use only if primary staff are not available) (attach a separate sheet if additional space is necessary)

Name	Classification/Title
<u>Facility Services Partners</u>	<u>Subcontractor</u>

Substitution or addition of CONTRACTOR’s key personnel in any given category or classification shall be allowed only with prior written approval of the Saddleback College Manager.

CONTRACTOR may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to the College Project Manager’s approval. The College Project Manager has final approval of any other personal including subcontractors and reserves the right to have any of CONTRACTOR personnel or subcontractor removed per Article 16– CONTRACTOR’s Project and Key Personnel.

**ATTACHMENT D
SCHEDULE OF
DEDUCTIONS**

This Attachment D – SCHEDULE OF DEDUCTIONS, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018, between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

The table below lists base tasks and frequencies for a deduction from an invoice for the failure to complete a scope of work task. The costs identified below serve as base amounts and can be adjusted upwards or downwards based upon the severity of the impact of the incomplete work.

TASK	FREQUENCY	COST
Excessive utility power demand due to unavailability of equipment which can be attributed to Contractor’s negligence.	Each instance	\$2,000.00 per month, for a duration of one (1) year. Payment specified herein shall be in the aggregate for all instances occurring within a month. Duration clock restarts with each instance. The payment specified herein shall be the DISTRICT’s sole and exclusive remedy.

The DISTRICT reserves the right to impose additional deductions based on material CONTRACT deficiencies found. In addition, each deduction taken may also incur an administrative fee of \$150.00 for administrative processing time.

EXHIBIT I

AQMD's ENFORCEMENT AUTHORITY

This EXHIBIT I – AQMD ENFORCEMENT AUTHORITY, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

ENFORCING HEALTH STANDARDS

Under both federal and state law, the SCAQMD is under a legal obligation to make and enforce air pollution regulations. These regulations are primarily meant to ensure that the surrounding (or ambient) air will meet federal and state air quality standards. However, Air Quality Management District (AQMD) also has broad authority to regulate toxic and hazardous air emissions, and these regulations are enforced in the same manner as those which pertain to the ambient air quality standards.

These ambient air standards are health-based and concern the following six air contaminants: sulfur dioxide, lead, ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter.

These standards are designed to protect the most sensitive persons from illness or discomfort with a margin of safety. The four-county region within AQMD's jurisdiction complies with standards for the first two, but fails to meet standards for the other four. In addition, AQMD must meet California standards for hydrogen sulfide, sulfates, and vinyl chloride, as well as state standards for visibility.

California requires a reduction in District-wide emissions of five percent or more per year until these standards are met. California has also set statewide emission limitations for odor or unhealthful emissions, visible emissions, open burning, sandblasting, gasoline vapors, and incineration of toxics.

See the South Coast Air Quality Management District Web Site for more information @ <http://aqmd.gov/>

**EXHIBIT II
SDG&E TOU-8 RATES
SUMMER WINTER BILLING
AND
INTERCONNECT AGREEMENT**

This EXHIBIT II – SDG&E TOU-8 RATES SUMMER WINTER BILLING AND INTERCONNECT AGREEMENT, available in RFP to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

See separate attachment

EXHIBIT III GENERATOR SAMPLE SERVICE LEVELS

This EXHIBIT III – GENERATOR SAMPLE SERVICE LEVELS, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

The following service tasks may be included in CONTRACTOR’s BID. These items are only an aid for generating specific service tasks and frequencies and are not in any way intended to supplant or supersede Waukesha’s recommended service/maintenance intervals; see OEM manuals or contact the manufacture for more specific details.

I. Motor Generator System

- a. Provide maintenance schedules for the following
 - Starting batteries and chargers
 - Paralleling control panels
 - Neutral ground resistors
 - Generator disconnect switches
 - Thermographic survey
- b. Maintenance Procedures at Daily Interval
 - Air Cleaner Restriction - Check
 - Control Panel Assembly - Check
 - Coolant Level - Check
 - Lubricating Oil Level - Check
 - External Condition
 - Leakage
 - Lubricating Oil Filter
 - Lubricating Oil Level
 - Lubricating Oil Pressure
 - Noise
 - Breather
 - Vibration
- c. Maintenance Procedures (see OEM manual for a complete list and intervals)
 - Emissions Testing - Test (O2 and NOx)
 - All Lubricating Oil Systems
 - Obtain samples from an active low pressure line Monthly and provide lab analysis with 24 hour turn around.
 - Maintain Monthly records of: Oil condition, viscosity, acid number, base number.
 - Wear - presence of wear metals such as iron, copper, chromium, aluminum, lead, tin and nickel.
 - Contamination - Water content, specific gravity, silicon.
 - Maintain a trend of the analysis results so that changes are readily apparent.
 - Lubricating Oil and Filter - Change (Filters)
 - Overhead Set - Adjust
 - Batteries - Check
 - Control Panel Assembly - Clean
 - Lubricating Oil Analysis - Test
 - Waste Oil Reservoir - Check

- Air Cleaner Element - Replace (Flat Panel)
 - Air Filter Dust Collector - Check
 - Bearing, Generator - Check (Lubricate)
 - Emissions Testing - Test (O₂ and NO_x)
 - Air Cleaner Element - Replace (Primary Filters)
 - Electrical Connection, Engine - Check
 - Flexible Hose - Check
 - Generator, Main - Check (Mounting Cap screws)
 - Lubricating Oil and Filter - Change
 - Supplemental Coolant Additives (SCA) - Test
 - Air Cleaner Element - Replace (Secondary Filters)
 - Camshaft – Check
 - Frame alignment – Check
 - Coolant Plumbing - Check
 - Crankcase Ventilation Re-Circulator Element - Replace
 - Engine Mounts - Check
 - Fuel Filter, NG - Replace
 - Gearbox Coupling - Check (Add grease, If Equipped)
 - Gearbox Coupling - Check (Alignment, If Equipped)
 - Gearbox Lubricating Oil Filter - Replace (If Equipped)
 - Push Rods or Tubes - Check
 - Rocker Lever Cover - Replace (O-ring)
 - Tappet Assembly - Check
 - Turbocharger Axial Clearance - Check
 - Turbocharger Radial Bearing Clearance - Check
- d. Maintenance Procedures at Top End Overhaul (see OEM manual for a complete list and intervals)
- Air Leaks, Air Intake and Exhaust Systems - Check
 - Back-up Batteries - Replace
 - Coil On Plug - Replace (Extensions)
 - Control Panel Assembly - Inspect for Reuse
 - Cooling System - Flush
 - Cylinder Head - Replace
 - Electrical Connection, Generator - Check
 - Flexible Coupling, Generator - Check
 - Flexible Hose - Check
 - Fuel Filter, NG - Replace
 - Fuel Line Seals, NG - Replace
 - Gearbox Coupling Grease - Change (If Equipped)
 - Gearbox Internal Parts - Check (If Equipped)
 - Gearbox Lubricating Oil - Change (If Equipped)
 - Lubricating Oil Lines - Check
 - Throttle Shaft Bearings - Replace
- e. Maintenance Procedures at Intermediate Overhaul (see OEM manual for a complete list and intervals)
- After-cooler - Clean
 - Batteries - Replace
 - Bearings, Connecting Rod - Replace
 - Bearing, Generator - Replace
 - Bearings, Main – Replace

- Connecting Rod Cap screws - Replace
 - Connecting Rod - Check
 - Coolant Thermostat - Replace
 - Cylinder Block Counter Bore - Check
 - Cylinder Liner - Replace
 - Exhaust Manifold Heat Shield - Replace (If Equipped)
 - Exhaust Manifold, Dry - Replace (Bellows)
 - Flexible Coupling, Generator - Replace
 - Fuel Regulator, NG Seals - Replace
 - Fuel Shutoff Valve (FSOV), NG Seals - Replace
 - Gear Train Backlash, Front - Check
 - Generator (Alternator) Windings - Clean
 - Lubricating Oil Cooler - Clean
 - Lubricating Oil Pump - Replace
 - Lubricating Oil Thermostat - Replace
 - Piston Rings - Replace
 - Piston - Replace
 - Push Rod or Tubes - Replace
 - Tappet Assembly - Replace
 - Turbocharger - Replace
 - Turbocharger Oil Drain Line - Replace
 - Turbocharger Oil Supply Line - Replace
 - Vibration Damper, Viscous - Test (Fluid Analysis)
 - Water Pump - Replace
- f. Maintenance Procedures at Major Overhaul (see OEM manual for a complete list and intervals)
- Bearings, Main - Replace
 - Bearings, Thrust - Replace
 - Camshaft Bushings - Replace
 - Camshaft Thrust Bearing - Replace
 - Camshaft Intermediate Gear Assembly - Check
 - Connecting Rod - Replace
 - Cooling System Hoses - Replace
 - Crankshaft Seal, Rear - Replace
 - Frame alignment
 - Generator, Main - Check
 - Lubricating Oil Check Valve - Replace
 - Piston - Replace
 - Rocker Lever Assembly - Replace
 - Starting Motor - Replace
 - Vibration Damper, Viscous - Replace

II. Silencer and Catalyst Maintenance Schedule and Milestones

- a. Daily Inspections- Operator
- Visual inspection
 - Change in appearance
 - Leaks
 - Unusual noise and Radiant Heat
- b. Every 1000 Hours not to exceed two months Scheduled Maintenance
- Filters Injection control system Inspect and replace as required

- Sample gas filter
 - Scavenging air filter
 - Cooling system air filter
 - Check exhaust gas pressure
- c. Every 2000 Hours Scheduled Maintenance
- Could list as “1,000 hour scheduled maintenance plus following items”
- Air Compressor Pressure Filter Replace
 - Reactant Filter Clean
 - Sample Gas Filters Replace
 - System Operation and Performance Check
- d. Every 4000 Hours Scheduled Maintenance
- System Operation and Performance Check
 - Air Compressor Pressure Filter Replace
 - Reactant Filter Clean
 - Sample Gas Filters Replace
 - Enclosure Filters Replace
 - Reactant Pump Clean
 - Reactant Injector Clean and Adjust
 - Differential Pressure Measure
 - Exhaust gas measurements to verify requirements serviceability and compliance with emission
- e. Every 8000 Hours Scheduled Maintenance
- System Operation and Performance Check
 - Air Compressor Pressure Filter Replace
 - Reactant Filter Clean
 - Sample Gas Filters Replace
 - Enclosure Filters Replace
 - Reactant Pump Clean
 - Reactant Injector Clean and Adjust
 - Differential Pressure Measure
 - Compressor Vanes Replace
 - Catalyst Inspect and Clean
 - Measuring Cell Calibration
 - Sample Probe Clean
- f. Every 8000 Hours not to exceed 12 months Scheduled Maintenance
- Air Compressor filter Clean or replace
 - Air Compressor vanes Replace
 - Air conditioner filters Clean or replace
 - Injectors Inspect for buildup
 - Dosing unit air pressure and ball valve Inspect and verify adequate pressure
 - Oxidation Catalyst - Cleaning via vacuum or DI wash
 - Oxidation Catalyst - SEM and XRAYD testing of catalyst to check for poisoning only if performance has dropped off.
 - SCR Clean via vacuum or wash

**EXHIBIT IV
SYSTEM SCHEMATICS**

This EXHIBIT IV – SYSTEM SCHEMATICS, are available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

See separate attachment

EXHIBIT V
CONDITION ASSESSMENT

This EXHIBIT VII – CONDITION ASSESSMENT, is available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

See separate attachment

**EXHIBIT VI
RUN TIME
LOGS**

This EXHIBIT VIII – RUN TIME LOG, is available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

See separate attachment

EXHIBIT VII
AQMD PERMITS

This EXHIBIT IX – AQMD PERMITS, are available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated October 1, 2018 between South Orange County Community College District herein referred to as “DISTRICT” and VEOLIA ENERGY SOLUTIONS, LLC herein referred to as “CONTRACTOR”.

See separate attachment

END OF CONTRACT AND EXHIBITS

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Agreement for the Operations of “Before and After School and Summer Enrichment, Activities, and Camps Program,” with Capistrano Unified School District (CUSD)]

ACTION: Approval

BACKGROUND

On April 25th, 2013, Saddleback College Community Education was selected by Capistrano Unified School District to provide services for its “Before and After School and Summer Enrichment, Activities, and Camps Program” to complement CUSD’S academic curriculum via short-term, fee-based classes that are not-for-credit. The original agreement was for five (5) years, which ended on June 30, 2018.

STATUS

Saddleback College Community Education and CUSD desire to continue the partnership and the operation of the “Before and After School and Summer Enrichment, Activities, and Camps Program” at various CUSD school sites and on the Saddleback campus for a total of three (3) years (July 1, 2018-June 30, 2021). Expenditures are not to exceed \$40,000 per fiscal year, totaling \$120,000 for the three-year period, as seen in Exhibit A. Costs will be covered by revenue generated from the fee-based classes.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Community Education agreement with CUSD for a total of three (3) years, July 1, 2018 through June 30, 2021, not to exceed \$40,000 per fiscal year totaling \$120,000 for the three-year period.

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

**AGREEMENT FOR THE OPERATIONS OF BEFORE AND AFTER SCHOOL AND
SUMMER ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program (Agreement) is made and entered into this 1st day of July 2018, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor) on behalf of Saddleback College Community Education, as follows:

WHEREAS, CUSD is a California school district with a significant number of schools, and is authorized pursuant to Education Code §8485 to establish a program of affordably priced supervision of children before and after school; and

WHEREAS, pursuant to Education Code §8486, the District is authorized to subcontract with qualified private or nonprofit agencies for before and after school and summer child supervision program; and

WHEREAS, pursuant to Government Code §53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

WHEREAS, Vendor provides services and materials in connection with a before and after school program and summer program, and has the necessary skills, equipment and experience to provide such service for the District;

Now therefore, the parties agree as follows:

1. **OPERATION AND SERVICE**

- a. **Independent Contractor.** The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of

such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.

- b. Operation Schedule. The Before and After School and Summer Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children before and after school is dismissed on any day that regular classes are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
- c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.

- d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of person because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the California Fair Employment Practices Act as set forth in the Government Code §12940 et. Seq.

and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.

- e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
- f. Public Relations, Advertising, Announcement. CUSD agrees to distribute and message at least five notices, subject to CUSD approval of the format and content of each notice, each session and summer break to parents of elementary, middle and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.
- g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations and age requirements as approved by CUSD.

Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.
- h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

2. PROGRAM AND USE FEES

- a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. The fee schedule for the PROGRAM shall be the same throughout the District.
- b. District Use Fees Charged to VENDOR
 - i. CUSD will waive all fees before and after school if school site is already in use, otherwise, the VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A of the Agreement. Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of \$5.00 per hour, per location, and a flat rate for custodial fees charges as indicated in Exhibit A of the Agreement.
 - ii. CUSD will invoice VENDOR monthly for facility usage.
 - iii. The District reserves the right to increase the minimum facility use for each summer. The District will limit such fee increases to 10% per summer by giving written notice to the VENDOR which will be effective the following summer sessions.

3. FACILITIES

- a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with the Districts educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
- b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fee paid to CUSD by

VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

4. MISCELLANEOUS TERMS AND CONDITIONS

a. Terms of Agreement. The term of this Agreement shall be for a period of three (3) years from July 1, 2018 through June 30, 2021 under the same terms and conditions of the original Agreement.

b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.

c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statutes, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of the PROGRAM and the use and occupancy of the District facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

d. Indemnity. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants, employees and volunteers, of and from any and all liability, claims, demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants, employees, or volunteers due to its active negligence and willful misconduct. In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST 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.

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

e. Insurance

i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, \$1,000,000 minimum limit per occurrence with \$5,000,000 minimum general aggregate limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name Capistrano Unified School District and their officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within ten (10) days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD a copy of the and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respected CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers, shall be excess of VENDOR's insurance and shall not contribute to it.

ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less \$1,000,000 per accident for bodily injury or disease. Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.

- iii. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.
- iv. CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances by giving a 60-day written notice specifying to the VENDOR
- v. Certificate of Insurance. Certificates for all type of insurance and additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them. CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, by giving a 30-day written notice.
- f. Accidents. VENDOR shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
- g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
- h. Assignment. CUSD acknowledges that VENDOR may subcontract work to a third party contractors for targeted programming. All contractors will be vetted by VENDOR. VENDOR contractors will be responsible for their own registrations.

Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

- i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
- j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.
- l. Attachments. All attachments to this Agreement are incorporated herein by this reference.

Exhibit A – 1. Use of Facilities Fee Schedule
2. General Conditions for Facility Use

CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: _____, 2018 By _____

Title

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: _____, 2018 By _____

Title: Vice Chancellor, Business Services

AGREEMENT FOR THE OPERATION OF BEFORE AND AFTER SCHOOL ENRICHMENT, ACTIVITY, AND CAMPS PROGRAM
CAPISTRANO UNIFIED SCHOOL DISTRICT – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EXHIBIT A

BP 1330(m)

USE OF SCHOOL FACILITIES

USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective June 1, 2010

GROUP A = Non-profit, youth-serving

GROUP B = Non-profit

GROUP C = For Profit

NOTE: “Per Use” = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
Type of Use									
APPLICATION FEE	0	50.00	100.00	0	50.00	100.00	0	50.00	100.00
BASKETBALL COURT – Per Hour	0	9.00	20.00	0	9.00	20.00	0	9.00	20.00
Per Season	0	220.00	220.00	0	220.00	220.00	0	220.00	220.00
With Lights – Per Hour, additional	0			12.00	28.00	50.00			
CAFETORIUM (MFMS) – Per Hour				18.00	55.00	100.00			
CLASSROOM – Per Hour	7.00	22.00	35.00	7.00	22.00	35.00	7.00	22.00	35.00
Science Lab – Per Hour	8.00	50.00	90.00	8.00	50.00	90.00	8.00	50.00	90.00
University/College Cost – Per Day		55.00			55.00			55.00	
CONFERENCE ROOM – Per Hour	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
FIELD (any type, non-stadium) – Per Hour	6.00	7.00	8.00	8.00	11.00	20.00	8.00	25.00	50.00
GROUP A not to exceed \$250/month									
GYM, Large – Per Hour							60.00	80.00	160.00
GROUP A not to exceed \$1,000/month									
GYM, Small – Per Hour							30.00	50.00	100.00
GROUP A not to exceed \$750/month									
LIBRARY – Per Hour	8.00	25.00	50.00	8.00	25.00	50.00	16.00	50.00	75.00
LOCKER ROOM – Per Hour				8.00	28.00	50.00	12.00	44.00	75.00
LUNCH TABLE AREA – Per Hour	0	5.00	6.00						
MALL – Per Hour							26.00	85.00	150.00
Triton Center (SCHS) – Per Hour							26.00	85.00	150.00
MPR – Per Hour	10.00	55.00	100.00	10.00	55.00	100.00			
PARKING LOT – Per Day	10.00	44.00	100.00	10.00	44.00	100.00	10.00	44.00	100.00
POOL, 25-meter – Per Hour							55.00	85.00	150.00
GROUP A not to exceed \$2,000/month									
POOL, 50-meter (CVHS) – Per Hour							75.00	100.00	250.00
GROUP A not to exceed \$2,500/month									
RESTROOM (Set) – Per Hour	5.00	20.00	35.00	5.00	20.00	35.00	5.00	20.00	35.00
STADIUM/TRACK (all) – Per Use							460.00	2,000.00	3,800.00
With Lights – Per Hour, additional							55.00	75.00	200.00
STAFF LOUNGE – Per Hour	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
TENNIS COURT – Per Hour	6.00	6.00	10.00	6.00	6.00	10.00	8.00	12.00	20.00
With Lights – Per Hour, additional							24.00	32.00	70.00
THEATER (except SJHHS) – Per Hour							85.00	125.00	300.00
AUDIO EQUIPMENT									
Tape Recorder/CD Player – Per Use	5.00	5.00	10.00	5.00	5.00	10.00	5.00	5.00	10.00
Microphone – Per Use	2.00	2.00	6.00	2.00	2.00	6.00	2.00	2.00	6.00
Portable System/Podium – Per Use	10.00	10.00	25.00	10.00	10.00	25.00	10.00	10.00	25.00
Wireless Microphone System – Per Use	25.00	25.00	50.00	25.00	25.00	50.00	25.00	25.00	50.00
CRAFTSMAN – Per Hour	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
CUSTODIAN – Per Hour	46.00	46.00	46.00	46.00	46.00	46.00	46.00	46.00	46.00

BP 1330(n)

USE OF SCHOOL FACILITIES (continued)

USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective November 1, 2007

GROUP A = Non-profit, youth-serving

GROUP B = Non-profit

GROUP C = For Profit

NOTE: “Per Use” = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
Type of Use									
GROUNDSKEEPER – Per Hour	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
Facilities Staff – Per Hour	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
MECHANICAL EQUIPMENT									
Electric Generator – Per Use	50.00	50.00	100.00	50.00	50.00	100.00	50.00	50.00	100.00
Electrical Extensions – Per Use	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
PROJECTORS/SCREENS									
Overhead Projector – Per Use	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
35mm Projector – Per Use	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
50”/70” Tripod Screen – Per Use	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
STAGE LIGHTING - Per Light Mixer – Per Use	15.00	15.00	25.00	15.00	15.00	25.00	15.00	15.00	25.00
VIDEO EQUIPMENT									
Monitor/Receiver/Camcorder – Per Use	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
VHS Player/VCR – Per Use	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
LCD Data Player – Per Use	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
WATER HOOK-UP – Per Use	4.00	4.00		4.00	4.00		4.00	4.00	

Legal Reference:

EDUCATION CODE

10900-10916 Community Recreation Programs

40040-40047 Civic Center Act: use of school property for public purposes

ACLU of So. Calif. v. Board of Education of Los Angeles (1961), 55 Cal 2nd 167

ACLU of So. Calif. v. Board of Education of San Diego (1961), 55 Cal 2nd 906

ACLU of So. Calif. v. Board of Education of Los Angeles (1963), 59 Cal 2nd 203

ACLU of So. Calif. v. Board of Education of San Diego (1963), 59 Cal 2nd 224

Connell v. Higgenbotham (1971), 403 US 207, 91 S.Ct. 1772

Cole v. Richardson (1972), 405 US 676, 92 S.Ct. 1332

HEALTH AND SAFETY CODE

24167 Implementation of tobacco use prevention program

Management Resources:

LEGAL ADVISORY

1101.89 School District Liability and "Hold Harmless" Agreements,

Policy

adopted: October 2, 1995

revised: June 14, 1999

revised: September 15, 2000

revised: May 14, 2001

revised: September 8, 2004

revised: September 12, 2005

revised: July 2, 2007

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

revised: December 10, 2007



I agree to the **facility use terms and conditions**.

General Conditions for Facility Use By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District. The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees. The Capistrano Unified School District endorses the philosophy that community nonprofit groups should be allowed to utilize school facilities for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes. Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

1.0 GENERAL REGULATIONS

- 1.1 All applications for use of school facilities will be processed on submission of the Use of School Facilities Application.
- 1.2 Proof of comprehensive general liability insurance coverage for \$1 million unless activity warrants a higher level (to be determined at the District). Proof shall be: 1 – a Certificate of Insurance and 2 – an Additional Insured Endorsement, both naming the Capistrano Unified School District as an additional insured party on the Applicant's policy. These documents must be on file with the district prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
- 1.3 Fees will be charged based on current fee schedules and conditions adopted by the Board of Trustees.
- 1.4 In order to receive Use of Facilities benefits, group A, B, C or D applicants must agree that:
 - 1.4.1 Their organization will not discriminate against any person on the basis of disability, race, ethnicity, nationality, gender, sexual orientation, or religion.
 - 1.4.2 In order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.

1.4.3 Modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program must be made on an individual basis.

1.5 Applicants shall not make additions, alterations, or repairs to facilities, equipment, or grounds without written approval of district personnel. If the proposed change is deemed in writing to be beneficial, the proposed change shall be treated as a gift to the district and processed according to Board policy.

1.6 Applicants shall not use the district's computer network and Internet access is prohibited. These resources are to be used only by employees and students of CUSD.

2.0 USE OF SCHOOL PROPERTY

2.1 Furniture and Equipment

2.1.1 Furniture normally kept in the multipurpose or multiuse room will be available for use by approved organizations without special permit.

2.1.2 Any additional equipment must be obtained through arrangements with the principal's office and be noted on the application.

2.1.3 In the event additional equipment is used, the group must furnish its own operator and present evidence to the principal of competence in operating such equipment.

2.1.4 Any special furniture or equipment set ups or unique requests will be assessed at fee schedule rates.

2.2 Loan of Furniture and Equipment

2.2.1 The loan of school furniture or equipment to individuals for personal or private purposes is prohibited.

2.2.2 Requests for approval to remove equipment from school premises must be submitted at time of application.

2.3 Damage to School Property

2.3.1 To protect school property from damage and mistreatment, organizations using school facilities should take such precautions as necessary to return school property clean and in good working order.

2.3.2 Groups shall be responsible for maintaining and returning facilities to the district in the same condition in which they were received.

- 2.3.3 Applicants agree that in cases where school property has been damaged or abused beyond normal wear, costs for such repairs will be the responsibility of the organization.

2.4 Decorations

- 2.4.1 Any decorations or adornments shall be erected in a manner in which it does not disrupt or destroy school property.
- 2.4.2 All decorations shall be removed at the conclusion of the activity.

2.5 Use of Stage Equipment

- 2.5.1 Use of stage areas requires full details of equipment needs on the application.
- 2.5.2 Persons or organizations whose permit includes use of stage areas and equipment must either be cleared by appropriate staff personnel or pay district staff appropriately for their operation.

2.6 Safety

- 2.6.1 The number of people admitted or seated within school property shall not exceed the regular capacity established in the California Safety Code. At no time may occupancy exceed posted occupancy rates.
- 2.6.2 Any equipment or props brought onto school facilities by approved organizations shall be flame proofed and meet all health, safety, and fire codes.

2.7 Grounds Utilization

- 2.7.1 Operation of equipment or activities which constitute a hazard or public nuisance, e.g., flying of motorized model airplanes, is prohibited.
- 2.7.2 Power-driven vehicles shall not be operated on playground or hard surface play areas, except as is necessary by school personnel in carrying out their assigned responsibilities.

2.8 Specially Equipped Areas

- 2.8.1 Areas such as gymnasiums, weight rooms, tennis courts, computer labs, industrial arts areas, science rooms, etc., will not be available to the general public unless participating occupants demonstrate satisfactory competency to control and protect school equipment.
- 2.8.2 Specially equipped areas must be under the supervision of a district employee.
- 2.8.3 Unauthorized use of equipment or entry to other sections of the campus or building may result in cancellation of the Facility Use Agreement.

- 2.8.4 Appropriate apparel, footwear, and eye protection must be worn as dictated by the specialty area occupied.
- 2.8.5 Organizations using specialty areas shall immediately report all equipment failures and damage of school property to the district supervisor. In cases where such damage or failure is a result of activities of the organization, the organization shall assume full responsibility for repairs.
- 2.8.6 Eating or drinking in carpeted areas or in any specialty areas is prohibited.

2.9 Movement of Large Equipment

- 2.9.1 Large equipment items, e.g., pianos, shall not be moved from area-to-area without prior approval.

2.10 Buses

- 2.10.1 School buses are available for recognized groups at a rate determined by the Transportation office.

2.11 Kitchen Facilities

- 2.11.1 An organization may use kitchen/cafeteria facilities, at a fee schedule determined by the Board, pending consultation with the Director, Food & Nutrition Services, to determine appropriateness of use and to determine if Food Services personnel are necessary to protect school property or facilitate the event.

2.12 Rest Rooms

- 2.12.1 Any activity using interior school facilities beyond a two-hour period must have rest rooms available at a scheduled fee. Any activity using outdoor school facilities for longer than four hours, must rent restrooms at the school or rent a port-a-potty.

2.13 Air Conditioning

- 2.13.1 Use of central air conditioning systems will be estimated at a rate to be determined by the Facilities Department.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Privilege Access Management Hardware, Software, and Implementation Services, BeyondTrust

ACTION: Approval

BACKGROUND

As part of the continuous improvement of the district's data security program, staff has determined that a privilege access management solution is needed. This solution will assist in securing and auditing privileged account access throughout the district-wide data network.

STATUS

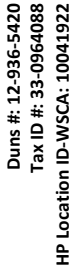
District IT staff, in collaboration with both campus technology departments and industry analysts, has determined that the privilege access management solution from BeyondTrust is preferred.

The District solicited proposals from various BeyondTrust value added resellers. PCM-G provided the district with the most competitive pricing proposal (EXHIBIT A) incorporated with the BeyondTrust statement of work (EXHIBIT B) under the same terms and conditions of CMAS contract number 3-15-70-0965B.

Funds are available in the board approved FY 2018-2019 basic aid project.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase of hardware, software, and implementation services from BeyondTrust using value added reseller PCM-G leveraging the CMAS contract. The amount will not exceed \$260,000 (including any incidentals).



Contact: **Jeff Dorsz**
 Ref.: **[REDACTED]**
 Quote: **Beyond Trust Quote**
 Date: **9/4/2018**
 Expires: **9/19/2018**

Courier:					Ship-to:
-----------------	--	--	--	--	-----------------

Ship-to:

STATEMENT OF WORK

Between

South Orange County Community College District

And



5090 N 40th Street, Suite 400, Phoenix, AZ 85018

SOW Version 21

Document Summary

Item	Description
Professional Services Reference Number:	OPP-0109315
Date:	31 July 2018
Product(s):	UVM, PBPS, PBW

Prepared by:	Zia Hotaki	Engagement Manager	818.575.4074	zhotaki@beyondtrust.com
	Adam Hendershot	Regional Sales Manager	818.575.4039	ahendershot@beyondtrust.com
Prepared for:	South Orange County Community College District ("Customer") 28000 Marguerite Pkwy, Mission Viejo, CA 92692-3635			
	Jeff Dorsz	IT Manager	949.582.4308	jdorsz@socccd.edu

Revisions

Date	Version	Author	Description
31 July 2018	1.0	Zia Hotaki	Initial Draft
09 August 2018	1.1	Zia Hotaki	Customer contact info update

Special Instructions

Comments

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Overview

This Statement of Work (“SOW”) is to describe the consulting services (“Activities”) to be performed by BeyondTrust (“BT”) for South Orange County Community College District (“Customer”) and the terms and conditions under which the Activities will be provided.

Under this SOW, BT will provide the [number of days estimated in Section 4](#) on a Time and Materials basis to perform the [activities described in Section 3](#). The service activities are to assist Customer with the following:

- Planning
- Product Knowledge Transfer
- Pilot Deployment of Software

BeyondTrust is in the business of providing professional services related to implementation, configuration, and training on its licensed products.

Customer has or will license certain BeyondTrust products under separate agreement, and desires to contract with BeyondTrust for professional services related to those products.

BeyondTrust and Customer agree to BeyondTrust’s provision of professional services for Customer as described in this Statement of Work (the “SOW”).

These additional definitions will apply to this SOW:

- The “Consultant” is a person assigned by BT to perform Activities under this SOW.
- A “Day” is eight (8) hours.
- An “Engagement” is a set of consecutive days during which BeyondTrust will perform Services at the Customer site.
- The “Estimated Days” are the number of Days BT has estimated it will take to perform the [activities described in Section 3](#) of this SOW, based on the [assumptions in Section 2](#) and BT’s prior experience with similar projects.
- The “Project Manager” is the person who will assist with coordinating and managing BT’s performance of the Activities.
- A “Workday” is a calendar day during which BT performs Activities.

1 Environment

1.1 Environmental Assumptions

The estimates in this SOW are based on the following assumptions concerning the customer's environment:

South Orange County Community College District, "Customer", is comprised of: Saddleback College, Irvine Valley College, and Advanced Technology Education Park. Customer also has a district office that is located out of Saddleback College. Henceforth, the following acronyms will be used:

Acronym	Meaning
SC	Saddleback College, primary site #1
IVC	Irvine Valley College, primary site #2
ATEP	Advanced Technology Education Park
DO	District Office, within SC
SOCCCD	South Orange County Community College District

Customer has some infrastructure systems, such as domain controllers/SQL servers, based out of Amazon AWS. The amount of bandwidth available:

Between	Bandwidth channel size
SC <-> IVC	Dual 10Gbps
SC <-> ATEP	Dual 1Gbps
DO <-> AWS	Dual 10Gbps, site-to-site VPN

Customer has a goal to complete implementation by the end of November 2018, with an estimated availability to start as early as September 24th, 2018. Customer understands that there is an estimated (6) week backlog between execution of this SOW, PO, readying all prerequisites and having the BeyondTrust Certified Implementation Engineer initiate services. BeyondTrust cannot commit to achieving that goal of completion of services by that date, however every reasonable attempt will be made.

Customer has approximately (400) Windows Servers, and (4,500) Desktops. The (400) Windows Servers have some 2008R2 boxes that they are moving away from and should be primarily focused on 2012/2016. The Desktops are comprised of approximately 90% Windows 7 or 10, and only 10% macOS. Customer has Microsoft SQL databases in the environment as well. There are an estimated (800) Cisco switches district wide, however this will be outside of the scope of this engagement. Customer would like to

manage all Local Administrator accounts on all assets and has approximately (100) service accounts.

There are expected to be no more than (45) total end-users of this solution, whereby (10) may be vendor accounts, and the other (35) are SOCCCD employees. Of those (35), approximately (6-7) would be based out of DO, (10-15) out of SC, and (10) out of IVC.

Customer has provided the following list of priorities between “must-haves” as well as “nice to have”:

Must haves:

1. Audit, alerting, and reporting. [IVC]
2. Organizational hierarchy and RBAC (layers of access) [IVC]
3. 2FA [IVC]
4. Configuration based on device type [IVC]
5. Auto system modification through GPO [IVC]
6. Direct PAM to system login access [IVC]
7. Identify accounts (Inventory) with privileged access and control level of access [SC]
8. Integration with PC, Macs [SC]
9. Ability to manage local accounts and rotate passwords on all devices as needed [SC]
10. Password and key management that is stored in an encrypted and hardened location [SC]
11. Administrative, system, shared, and service accounts are managed and rotated at configurable intervals according to defined policies [SC]
12. Privilege elevation and delegation management for faculty and staff that may need admin rights to evaluate application [SC]
13. Privileged sessions that allows vendors to access servers via rdp/ssh [SC]
14. Integration with the following programs: [SC]
 - a. Point and Click (electronic medical records)
 - b. SARS
 - c. Net App
 - d. Air Watch
 - e. SharePoint
 - f. SQL
 - g. Easy Proxy
 - h. Pharos
 - i. Drupal

Nice to have:

1. Monitor user sessions especially those with privileged access [SC]
2. Ability to schedule access rights, approvals, and user activity especially privileged accounts [SC]
3. Session recording [SC, IVC]
4. SSO via ADFS [IVC]

Customer has (1) forest, and (3) domains. Of those (35) SOCCCD employees mentioned previously, approximately (20) have domain administrator rights, and (30) have local administrator rights. Customer would like to receive assistance in understanding the process by which they may discover what least privilege rules may be necessary. UAC is partially enabled in the environment, and Customer understands this is the ideal method to create rules based on events. Customer has Symantec Endpoint Protection installed as their local AV/security software and Carbon Black on some as well.

1.2 Professional Services Overview

Customer intends to deploy (2) UVM20s in an Active-Passive configuration. The Active UVM will be based out of SC, and the Passive in IVC. Customer intends to deploy PBW [least privilege] only for the (400) Windows Servers, but all (4,900) Servers, Desktops and databases for PBPS [credential management]. In a future phase [not covered under this SOW], Customer may also want to bring approximately (800) Cisco devices under management as well. From the above list of requirements from page 6, the following product(s) will address each need [Note, BI stands for BeyondInsight, see Section 1.3 for more]:

- | | | | |
|----------|-------------|----------------------------|-------------|
| 1. BI | 2. BI | 3. BI PBPS PBW, via RADIUS | 4. BI |
| 5. PBW | 6. PBPS PBW | 7. RNSS, BI | 8. PBPS PBW |
| 9. PBPS | 10. PBPS | 11. PBPS | 12. PBW |
| 13. PBPS | 14. PBPS | | |

With regards to #14, it is particularly with regards to generation of a “Custom Platform” for credential management/rotation wherever applicable, and “Applications” functionality for credential injection to (1) website/thin/thick client for each. This scope will be precisely detailed in the Planned Activities, Section 3. Customer understands that this engagement will be done on a “teach to fish” manner, whereby the entire (400) PBW assets, or (4,900) PBPS assets will be brought under management. Instead, a specific subset of approximately (5) instances of each platform will be provided such that Customer will then take the knowledge transfer to extend the solution accordingly.

1.3 BeyondTrust Products

The services under this SOW relate to the following BeyondTrust product(s) (the “BeyondTrust Products”):

UVM20 Security Management Appliance [UVM20]

BeyondInsight Management Console [BeyondInsight]

Retina Network Security Scanner [RNSS]

PowerBroker PasswordSafe [PBPS]

PowerBroker for Windows [PBW]

1.4 Environmental Requirements

- Customer must meet the minimum hardware and software requirements as outlined in Exhibit 1, [in Section 5.](#)
- Customer must create Service accounts as outlined in Exhibit 2, [in Section 5.](#)
- Customer must open Firewall ports as outlined in Exhibit 3, [in Section 5.](#)

1.5 Project Initiation

BT hosts a project initiation meeting to introduce the key project members for Customer and BT. This meeting reviews and validates the engagement objectives and assumptions. The objective of this meeting is to ensure that both BT and Customer have a clear understanding and agreement of the engagement details.

1.6 Project Coordination

- Manage and maintain consulting resources.
- Manage the escalation process, if applicable.
- Manage and maintain project documentation.
- Manage BT Support inquiries, as applicable.
- Maintain and review business analysis, as applicable.
- Manage and maintain additional needs and amendments to the existing SOW.

1.7 Project Closure

BT hosts an engagement closure meeting with the customer to review the completed activities, review any remaining outstanding action items and determine next steps.

2 Engagement Assumptions and Dependencies

The Estimated Days in this SOW are based on these assumptions:

2.1 General Assumptions

- Customer's environment will meet or exceed the hardware and operating environment software minimum requirements stated in the separate Exhibits document that accompanies this SOW.
- Generally, all Activities performed at Customer's location will be performed forty (40) hours per week on consecutive days, except for weekends or holidays.
- BT may work ten (10) hour Workdays. For billing purposes, a Workday on which BT works 10 hours is equal to 1.25 Days.
- Customer and BT will each report, and BT will track, situations or events that affect the progress of the Activities. Customer and BT shall cooperate to determine the actions needed, if any, to resolve them.

2.2 Project Assumptions

- Solution architecture and deployment services delivered by this Statement of Work are based on information provided by Customer during project scoping, together with Planning and Design phases. These services may consider possible environment expansion within a timeframe identified by Customer. However, should Customer expand beyond the architecture identified during the project scoping, planning and design phases, additional hardware, services, etc., may be required to maintain system performance.
- Customer will promptly notify BeyondTrust via telephone if any concerns arise with respect to the SOW.
- Veering by Customer from industry wide best practices may result in additional costs or delays.
- In the event Customer elects to have any Services identified in this SOW performed by a resource other than BeyondTrust, BeyondTrust may require Customer to sign a letter of disclaimer which will release BeyondTrust from liability for that phase or portion of the work. Customer will be responsible for any costs or delays incurred related to such assignment of work.
- Customer will provide full executive support and sponsorship for BeyondTrust's delivery of the Services and will ensure that the resources and access required under this SOW will be available through the conclusion of the services.
- BeyondTrust's delivery of the Services and the fees set forth in the SOW are contingent upon the Assumptions being true and accurate, and upon fulfillment of the Customer Obligations as described above.
- Any system to be managed by a built-in platform is supported by the vendor of the given platform.

2.3 Customer Responsibilities and Prerequisites

- Provide BeyondTrust information on Customer's environment as necessary to enable BeyondTrust to recommend the optimal method for installation, including network diagram and geographic location where the Services will be performed.
- Make Customer's technical team available for training, migration, and installation activities as specified in the SOW. Technical resources required for each phase are specified in the Service Detail section.
- Make available to BeyondTrust a supported operating system environment suitable for the BeyondTrust Product installation, as further described under Environment Preparation below, and including physical access to the devices where the BeyondTrust Products are to be installed.
- Make available to BeyondTrust when necessary a technical contact to log in with account credentials for domain administrator, local administrator, and restricted administrator.
- Provide change control procedures and windows, as well as image freezes during deployment.
- Assume responsibility for all organizational change management and adoption of the Solution into their organization.
- Create and execute Customer Communication Plan.
- Perform technical and functional validation of Solution with guidance from BeyondTrust.
- Provide end-user training, unless expressly specified otherwise in this document.
- When VM Appliance is to be implemented, setup the VMWare Virtual Machines (non-production and production environments, as applicable).
- Provide remote access for BeyondTrust resource to assist remotely when necessary
- Enable UAC settings appropriately, if Customer wishes to receive assistance in rule generation for PBW via BI.

2.4 Project Dependencies

The successful completion of this engagement is dependent upon the following:

- The customer must have an isolated lab environment installed and configured prior to BT arriving on-site, unless other arrangements for a lab have been agreed upon prior to site arrival.
- The customer must identify and clear all security aspects for the resources prior to the contract commencement.
- The customer will provide BT Consultants with adequate and appropriate accommodations at Customer's site as well as access to Customer's servers, systems and data as may be required to perform the Activities.

- The customer will dedicate full-time project team members with suitable business expertise, technical expertise, and decision-making authority to ensure efficient project progress.

2.5 Out of Scope

The following is out of scope, unless expressly stated under the [services described in section 3](#):

- Implementation of functionality not expressly specified herein.
- Installation and configuration of any other BeyondTrust software components used or planned to be in Customer's environment.
- Data migrations, cleansing, conversions or reconciliations
- Scripting in object oriented or procedural languages
- Creation of custom objects and attributes that are non-BT products or software.
- Development of end user training materials.
- Customizations, including, without limitation, customization of system agents, equipment, or operating software which are non-BT products or software.
- Modification or translation of product languages.
- Loading or configuring of non-BT software, including operating systems, databases or scripting languages necessary to complete the Services.
- Support of POC environment components in the production environment, if applicable.
- Modification of reports, on-line screens, or documentation.
- Configuration and/or implementation of workflows and business processes.
- Configuration and/or implementation of feeds.
- Implementation of failover, high availability, and/or disaster recovery, unless specifically defined herein.
- Configuration of event monitoring systems.
- Creation of additional documentation.

3 Planned Activities

BT will provide the [number of Days estimated in Section 4](#) on a Time and Materials basis to perform the activities described below.

3.1 UVM Appliances & BeyondInsight Configuration

Service Description: Configuration of the UVM20 appliances in an Active-Passive high availability pair and BeyondInsight console to facilitate integration and implementation of other products in scope [PBPS/PBW].

Prerequisites:

1. UVM Appliances are racked, powered and have IP addresses configured
-

2. Internet connectivity for all servers that will have BeyondInsight components installed or use of a proxy to allow for licensing
3. Download all BeyondTrust installation files from customer portal
4. Create an AD or LDAP Service account (read only needed) for use to manage AD/LDAP Groups in BeyondInsight

3.2 PBPS Configuration/Testing

Service Description: PBPS will be configured for up to (25) instances of the (4) unique built-in platforms [Windows, Active Directory, macOS, and Microsoft SQL] and up to (100) privileged accounts (e.g., Domain Admin, Local Admin, Service Account, sa, etc.). Configuration of ability to “Open Session” and optionally record on these (20) instances.

Prerequisites:

1. AD Bind/Query account (Read-Only) to manage AD Groups in BeyondInsight console
2. Windows/AD Credentialed Scanning account for asset detailed discovery scans
3. Windows/AD functional account (password change/reset permissions) for Windows password changes
4. MSSQL [if different from #3] functional account to perform password changes
5. macOS functional account to perform password changes
6. Assets to be brought under PBPS management are available for use/test during implementation

3.3 PBPS Development of Custom Platforms and Configuration/Testing

Service Description: Create (7) Custom Platforms to demonstrate managing credentials for:

Point and Click (electronic medical records)	SARS	NetApp
Air Watch	Easy Proxy	Pharos
Drupal		

Bring the (1) instance of each of the (7) Custom Platforms under management, test APM, as well as opening SSH sessions if applicable.

Prerequisites:

1. Access to all assets available via SSH, as well as ability to manage credentials via SSH CLI
2. Knowledge on precise permissions necessary to manage credentials for other accounts
3. Creation of needed “functional accounts” ahead of time
4. SME for each device type available for guidance on how credentials are rotated generically
5. Answers to the following questions for each of the (7) from the perspective of credential rotation:
 - a. What version (if applicable)?
 - b. Use Case? Describe how do you currently work with each application?
 - c. What type of credentials are used to login? AD or Local?
 - d. Are you using shared accounts or private accounts for the authentication?
 - e. Screenshots of the login process.

3.4 PBPS Development of Applications Configuration/Testing

Service Description: Create AutoIT binaries for up to (9) thin/thick clients or websites. Provide customer's qualified engineer knowledge transfer on the tools necessary to create AutoIT scripts generically by going through the process for up to (9) Applications instances for:

Point and Click (electronic medical records)	SARS	NetApp
Air Watch	Easy Proxy	Pharos
Drupal	SharePoint	MSSQL

Prerequisites:

1. Remote Desktop Services [or Terminal Services] Server available, as described in Exhibits document
2. Internet Explorer will be used as browser for website injection on RDS/TS server
3. Access to website(s) from RDS/TS server
4. Thin/Thick clients preinstalled on RDS/TS server
5. SME available for guidance and access to each of those targets
6. Credentials for those targets exist within PBPS, or can be manually created if un-managed
7. Customer to provide to qualified engineer with programming background to receive knowledge transfer on AutoIT
8. Answers to the following questions for each of the (9) from the perspective of where the credential gets injected:
 - a. What version (if applicable)?
 - b. Use Case? Describe how do you currently work with each application?
 - c. What type of credentials are used to login? AD or Local?
 - d. Are you using shared accounts or private accounts for the authentication?
 - e. Screenshots of the login process.

3.5 PBW Configuration/Testing

Service Description: PBW infrastructure will be configured for small subset of assets, and only expanding when appropriate. Will start with (1) asset for the policy editor, and (<4) test client assets to configure policy appropriately for integration with BeyondInsight. Optionally, configure the SHELL rule for administrative enablement after rights are removed. Customer leads test of automated install via GPO/SCCM or similar deployment solutions on (5) assets, with PS providing guidance/assistance. Configure appropriate logging options per Customer's needs, to aggregate data into BeyondInsight. Demonstrate rule creation based on data in BeyondInsight. Build/apply new rules via policy to receive feedback from up to (8) test users that rules are appropriate/accurate. Iteratively expand installation of PBW client onto (50) Windows Servers, if possible.

Prerequisites:

1. Download PBW Client installers, as well as the PowerBroker Policy Editor from customer portal
2. Temporary PBW license file downloaded
3. Server is ready for installation of PowerBroker Policy Editor
4. Change control in place to allow creation of Policy
5. Client systems available to deploy PBW client
6. Client systems with user admin rights removed

3.6 Knowledge Transfer

Service Description: On an ongoing basis, throughout entirety of engagement, provide knowledge transfer. This is not intended as a dedicated session at the end, but as something that is provided throughout previous phases. If there should be any remaining time left, a dedicated informal session may be provided to tie up any loose ends and/or dive deeper into any concepts covered.

Prerequisites:

1. Customer's intended PBPS/PBW subject matter experts [SMEs] are available throughout the entirety of engagement to receive said knowledge transfer.

4 Estimation of Delivery Effort

4.1 Fees

The Services shall be performed at the following daily rates:

Number of Days	Professional Services Resource	Price per Day	Total
22	Consultant/Engineer	\$ 2,500.00	\$ 55,000.00
5	Project Manager	\$ 2,000.00	\$ 10,000.00
	Total Services		\$ 65,000.00
	Estimated Travel and Expenses (onsite only)		\$ 11,000.00
	Total PO		\$ 76,000.00

Note: This represents an estimate of the number of days necessary to complete the Activities. The actual number of Hours/Days may vary. Any additional Services will require a separate PO and SOW Addendum (Exhibit A). BeyondTrust will notify Customer if it determines that more Days than the Estimated Days will be required to complete the Services and will not perform Services beyond the Estimated Days without an executed Addendum to the SOW. Upon execution of this SOW, by signature in [Section 6](#), the parties will create a projected schedule based upon Customer's requirements and the availability of BT personnel. Customer and BT shall use commercially reasonable efforts to meet the projected schedule.

Note: This estimate excludes any development activities, effort, or cost estimation.

Note: Any Professional Services not used within 180 days from Customer's signature on an Order shall automatically expire without right of refund, allowing BeyondTrust to recognize such services as complete.

Any requests made by Customer for additional work beyond the days specified in this SOW are subject to availability and the day rate in effect at the time of order. Services required beyond the Estimated Days shall require an executed Addendum to the SOW and a purchase order for the additional Days.

4.2 Invoicing

BeyondTrust will invoice Customer for the Services at the daily rate stated in the SOW for the number of Days indicated in the above fees table upon execution of the SOW by signature of both parties in [Section 6](#). Travel and Expenses will be billed separately after incurred. If Customer requests multiple onsite visits for BeyondTrust to complete the Services, travel and expenses for each visit will be invoiced separately.

4.3 Payment

Customer shall pay to BeyondTrust all amounts due under this SOW within thirty (30) days from receipt of the applicable invoice. Any amount which is not subject to a good faith dispute and which is not paid by the invoice date shall bear interest at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by law for the period during which payment remains in arrears.

5 Exhibits

5.1 Exhibit 1: System Requirements

Note: Due to the nature of current software development, please refer to the product documentation included with the install media or also available at <https://beyondtrustsecurity.force.com/customer/login> for the latest release notes and system requirements.

Server	Type	Functional Role	Operating System	Applications /Server roles*	CPU (cores)	Memory (GB)	Hard Disk
Server1	UVM20	Console, Password Safe, A&R	NA	NA	6	32	2 TB
Server2	UVM20	Failover appliance	NA	NA	6	32	2 TB
Server3	Virtual or Physical	PBW Policy Mgmt. via GPO	Windows	GPMC; .NET 4.0+	2	8	4 GB
Server4	Virtual or Physical	RDS Server	Windows Server	RDS	4	8	N/A

5.2 Exhibit 2: Service Account Requirements

BeyondInsight and Retina

Platform	Privilege	Purpose	Product
Active Directory	Read-only	AD User groups	BI
All (i.e local windows, *nix)	Admin	Asset discovery scanning	Retina

PowerBroker Password Safe (PBPS)

Platform	Function	Forests/ Domains	Target	Permissions
Windows	AD/LDAP Integration	Forest: mycompany.ent Child domain: preprod.dev Child domain: production.ent	AD user and administrator groups (BeyondInsight and Password safe web console logins)	Read-only permissions
Active Directory	Directory Queries	Forest: mycompany.ent Child domain: preprod.dev Child domain: production.ent	AD user and computer objects (Smart Rules/Smart Groups)	Read-only permissions
Windows	Password Management	Forest: mycompany.ent Child domain: preprod.dev Child domain: production.ent	Local Privileged accounts	Domain admin or permissions Reset Password, Read pwdLastSet, Write pwdLastSet (https://support.microsoft.com/en-us/kb/296999)
Windows	Password Management	Forest: mycompany.ent Child domain: preprod.dev Child domain: production.ent	Domain Admin accounts	Domain admin or permissions Reset Password, Read pwdLastSet, Write pwdLastSet (https://support.microsoft.com/en-us/kb/296999)
*nix	Password Management	N/A	Local *nix accounts	Root or SUDO elevated local account with passwd permission
SQL Databases	Password Management	Forest: mycompany.ent Child domain: preprod.dev Child domain: production.ent	Local SQL accounts	sysadmin or ALTER ANY LOGIN (https://technet.microsoft.com/en-us/library/ms189828(v=sql.105).aspx)
Oracle Databases	Password Management	N/A	Local Oracle accounts	sysdba or permissions SQL> grant create session to orafunc, SQL> grant alter user to orafunc, SQL> alter user orafunc identified by "passwordforfunctionalaccount"
*nix, Windows	Detailed Discovery Scanning	All	Assets and Privileged accounts	Windows Domain admin *nix > Root

5.3 Exhibit 3: Firewall Requirements

TCP Port communications must be open for *each* component.

Note: Some ports are configurable to non-standard ports.

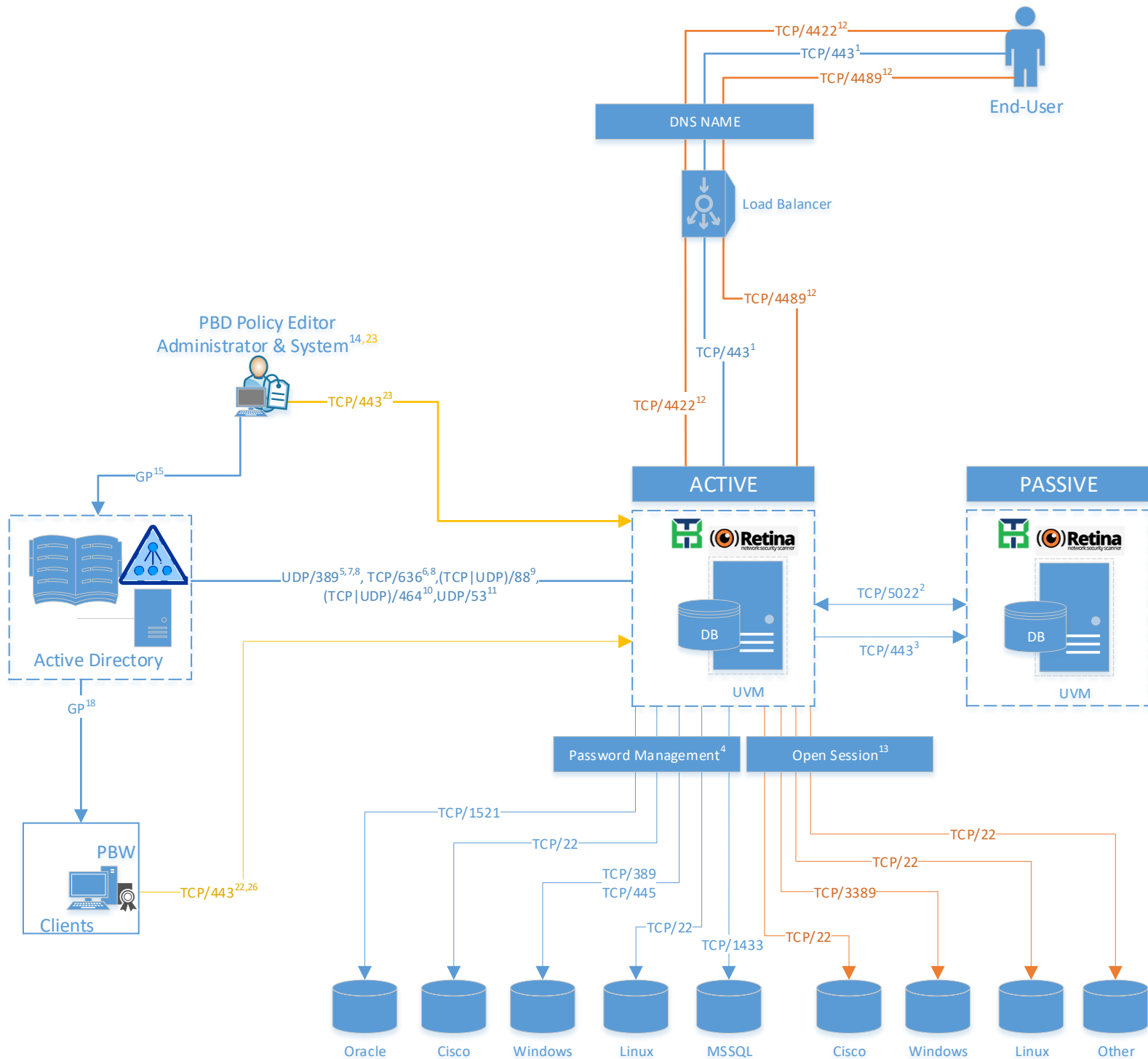
1. BeyondInsight (BI):
 - a. BI -> DNS (53)
 - b. BI -> Radius (1812/1813)
2. PowerBroker Password Safe (PBPS):

Password Safe Ports and Protocols				
Functionality	Service	Port	Protocol	Notes
User interface	https	443	TCP	
Remote Desktop	rdp	4489	TCP	
SSH	ssh	4422	TCP	
System Discovery				
User Enumeration	nb-ssn ms-ds	139 445*	TCP	
Hardware Enumeration	nb-ssn ms-ds	139 445*	TCP	WMI Service running on target
Software Enumeration	nb-ssn ms-ds	139 445*	TCP	Remote Registry service running on target
Local Scan Services	ms-ds	445	TCP	
		* Note: 445 preferred		
Password Changes				
Network Devices				
Checkpoint	ssh	22	TCP	
Cisco	ssh	22	TCP	
Dell iDRAC	ssh	22	TCP	
F5 BIG IP	ssh	22	TCP	
HP Comware	ssh	22	TCP	
HP iLo	ssh	22	TCP	
Juniper	ssh	22	TCP	
Palo Alto	ssh	22	TCP	
Fortinet	ssh	22	TCP	
SonicWall	ssh	22	TCP	
Operating Systems				
AIX	ssh	22	TCP	
HP-UX	ssh	22	TCP	
IBMi (AS400)	telnet	23	TCP	
Linux	ssh	22	TCP	
MAC OSX	ssh	22	TCP	
Solaris	ssh	22	TCP	
Windows Desktop	adsi-ldap	389	TCP	ms-ds (445/TCP) is used as a fallback
Windows Server	adsi-ldap	389	TCP	ms-ds (445/TCP) is used as a fallback
Windows Update/Restart Services	wmi	135	TCP	WMI Service running on target

Directories				
Active Directory	adsi-ldap	389	TCP	ms-ds (445/TCP) is used as a fallback
RACF	ssh	22	TCP	
LDAP/S	ldap	389	TCP	
Databases				
Oracle	oracle-listener	1521	TCP	
MS SQL Server	netlib	1433	TCP	
Sybase ASE		5000	TCP	
MySQL		3306	TCP	
Teradata		1025	TCP	
Applications				
VMware vSphere API		API		
VMware vSphere SSH		22	TCP	
SAP		API		
Session Management				
Remote Desktop	rdp	3389	TCP	
SSH	ssh	22	TCP	
Appliance				
Mail Server Integration	smtp	25	TCP	
AD Integration	ldap	389	TCP	
Backup	smb	445	TCP	
Time Protocol	ntp	123	TCP	
HA Replication (pair)	sql-mirroring https	5022 443	TCP	
Radius	radius	1812	UDP	
		1813	UDP	

3. PowerBroker for Windows (PBW):
 - a. PBW Clients → UVM Appliance (primary) [443] or Event Collector

5.4 Exhibit 4: Generic Architecture Diagram



5.5 Exhibit 5: Addendum

A Statement of Work Addendum will be created as needed through the standard change order process. This would be necessary if the scope or other material section of the Statement of Work must change and will be subject to review/acceptance by both parties.

6 SOW Signatures

Accepted and agreed to as part of the corresponding quote.

Customer

Signed: _____

Name: _____

Title: _____

Date: _____

BeyondTrust

Signed: _____

Name: _____

Title: _____

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: August 2018 Change Orders/Amendments

ACTION: Ratification

BACKGROUND

On March 28, 2016, the Board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name/Description	Change Order / Amendment Amount	Revised Total Contract Amount
A.	<u>Otero Construction, Inc.</u> Irvine Valley College Library Building Waterproofing Project – Construction Services Change Order No. 1 – To extend the agreement an additional 66 days due to design changes, at no cost under the same terms and conditions from 7/27/18 to 9/1/18. SOCCCD	\$0.00	\$344,283.00
B.	<u>Otero Construction, Inc.</u> Irvine Valley College Library Building Waterproofing Project – Construction Services Change Order No. 2 – Deductive change order due to design changes. SOCCCD	\$(13,789.40)	\$330,493.60
C.	<u>Patriot Contracting and Engineering, Inc.</u> Saddleback College TV Station Installation Project – Construction Services Change Order No. 1 – To install new electronic equipment and flooring. SOCCCD	\$39,978.00	\$2,232,978.00

D.	<u>Patriot Contracting and Engineering, Inc.</u> Saddleback College Landscape and Marquees Project – Construction Services Change Order No. 2 – To install new power, data and sand at electrical trenches. SOCCCD	\$38,618.00	\$1,977,618.00
E.	<u>M. Arthur Gensler Jr. & Associates, Inc.</u> ATEP Utilities Infrastructure Phase 1 Project – Wayfinding Signage Design Services Amendment No. 1 – To extend agreement an additional 2 years due to added scope of services, from 9/28/17 to 9/28/19. SOCCCD	\$73,000.00	\$184,780.00
F.	<u>SVA Architects, Inc.</u> Irvine Valley College Defects, PAC Project – Architectural Services Amendment No. 1 – For additional design, reimbursable fees, and DSA plan check fees. SOCCCD	\$11,961.52	\$111,961.52

South Orange County Community College District
Library Building Waterproofing Project
at Irvine Valley College
Bid No. 344
Change Order No. 1
August 1, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Time Extension (cal days)
344	General Contractor	Otero Construction, Inc.		\$344,283.00	\$0.00	\$0.00	\$344,283.00	66
		8400 Magnolia Ave., Ste. E Santee, CA 92071	TOTAL	344,283.00			344,283.00	66

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	7/2/2018	No cost time extension due to changes in design.	Unforseen	reviewed	\$0.00	66
		TOTAL THIS CHANGE ORDER REQUEST			\$0.00	66

South Orange County Community College District
 Library Building Waterproofing Project
 at Irvine Valley College
 Bid No. 344
 Change Order No. 2 (Deductive)
 August 28, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Time Extension (cal days)
344	General Contractor	Otero Construction, Inc.		\$344,283.00	\$0.00	-\$13,789.40	\$330,493.60	66
		8400 Magnolia Ave., Ste. E Santee, CA 92071	TOTAL	344,283.00			330,493.60	66

COR No.	Date	Description	Requested	Status	Amount	Time Extension
2	8/28/2018	Deductive Change Order, due to changes in design: gutter replacement and installation of scuppers at the gutter was removed from this project scope.	Owner	reviewed	(\$13,789.40)	0
		TOTAL THIS CHANGE ORDER REQUEST			-\$13,789.40	0

South Orange County Community College District
Saddleback College TV Station Installation Project
Bid No. 2068
Change Order No. 1

August 27, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
2068	General Contractor	Patriot Contracting and Engineering, Inc.		\$2,193,000	\$0	\$39,978	\$2,232,978	0
		22601 La Palma Avenue, Suite 100 Yorba Linda, CA 92887	TOTAL	\$2,193,000			2,232,978	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
2	6/20/2018	Provide new input cards.	College	reviewed	\$3,229	0 days
3	6/20/2018	Install new electronics cabling.	College	reviewed	\$7,957	0 days
13R	6/20/2018	Install new VCT flooring.	College	reviewed	\$16,162	0 days
14R	6/20/2018	Install new mainboard.	College	reviewed	\$2,449	0 days
26	6/20/2018	Install new TV equipment.	College	reviewed	\$10,181	0 days
		TOTAL THIS CHANGE ORDER REQUEST			\$39,978	0 days

South Orange County Community College District
 Saddleback College Landscape and Marquees
 Bid No. 2069
 Change Order No. 2

August 27, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal days)
2069	General Contractor	Patriot Contracting and Engineering, Inc.		\$1,939,000	\$0	\$38,618	\$1,977,618	75 days
		22601 La Palma Avenue, Suite 100 Yorba Linda, CA 92887	TOTAL	\$1,939,000			1,977,618	75 days

COR No.	Date	Description	Requested	Status	Amount	Time Extension
14	6/20/2018	Install new power and data.	College	reviewed	\$24,041	0 days
15	6/20/2018	Install sand at electrical trenches.	College	reviewed	\$14,577	0 days
		TOTAL THIS CHANGE ORDER REQUEST			\$38,618	0 days



**AMENDMENT NO. 01
TO THE WAYFINDING SIGNAGE DESIGN SERVICES AGREEMENT
AT ATEP**

THIS AMENDMENT shall modify the original agreement dated March 28, 2017, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and M. Arthur Gensler Jr. & Associates, Inc. hereinafter referred to as "ARCHITECT"

WHEREAS, Article 11.15 of the original agreement provides that the Agreement may be amended or modified in writing signed by both parties;

WHEREAS, Article 2.3 of the original agreement provides for scope of services to include project initiation, development of signage types and placement, development of signage design elements and development of plans and specifications;

WHEREAS, Article 6.1 states the total contract lump sum price for services is \$111,780;

WHEREAS, additional funds have been secured to move forward with signage, thus DSA approval, bid phase oversight and construction administration services are now required;

WHEREAS, Due to the added scope of services to this agreement, the contract value is to increase by an additional \$73,000; and

NOW, THEREFORE, the Parties agree as follows:

1. The term of the agreement is hereby extended from September 28, 2017 to September 28, 2019
2.

Original Contract Value	\$111,780
Amendment No. 1	<u>\$ 73,000</u>
New Contract Total	\$184,780

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

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

M. Arthur Gensler Jr. & Associates, Inc.

BY:

Handwritten signature of Deborah Shepley in blue ink.

Signature of Authorized Representative

Print Name: Deborah Shepley

Print Title: Principal

Date: 7.13.2018

Email & Phone: 213.243.8828 deborah_shepley@gensler.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

Handwritten signature of Ann-Marie Gabel in blue ink.

Signature of Authorized Representative

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: 8/1/18

Email & Phone: (949)582-4405



AMENDMENT NO. 01
TO THE ARCHITECTURAL SERVICES AGREEMENT
IVC DEFECTS, PAC AT IRVINE VALLEY COLLEGE

THIS AMENDMENT shall modify the original agreement dated August 21, 2017 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and SVA Architects, Inc., 3 MacArthur Place, Suite 850, Santa Ana, CA 92707, hereinafter referred to as "ARCHITECT";

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

WHEREAS, Article 6.1 states the contract price for Architect's performance of the Services under this agreement shall be the lump sum fee of \$100,000;

WHEREAS, both parties have agreed that SVA Architects, Inc. has incurred additional costs beyond the lump sum fee of \$100,000 for additional design, reimbursable fees related to reprographics, and DSA plan check fees;

WHEREAS, due to additional costs incurred, the contract value will increase from \$100,000 to 111,961.52; and

NOW, THEREFORE, the Parties agree as follows:

1. The total contract value has been amended. Revised contract amount equals \$111, 961.52

ORIGINAL CONTRACT AMOUNT	\$100,000.00
Amendment No. 1	\$ 11,961.52
Revised Contract Amount	\$111,961.52

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

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

SVA Architects, Inc.

BY: 
Signature of Authorized Representative

Print Name: Robert M. Simons

Print Title: Partner & President

Date: 8-24-18

Email & Phone: bsimons@sva-architects.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

BY: 
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date: 8/31/18
Email & Phone: (949) 582-4405

 8/24/18

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders \$5,000 and above amounting to \$2,315,693.26 and an additional 482 purchase orders below \$5,000 amounting to \$344,126.34 for a combined total of \$2,659,819.60 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,292 checks in the amount of \$14,330,966.44 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)

August 2, 2018 through September 4, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P187808	Accrediting Commission for Community & Jr Colleges	SC	Annual Dues FY 18-19	\$ 39,846.00
P187489	Allsteel	SC	Welcome Center Furniture	\$ 8,520.15
P187514	Anixter	IVC	Locksmith Supplies FY 18-19	\$ 15,520.29
P188055	ASCAP	SC/IVC	Music License Agreement	\$ 18,757.74
P187630	Association of Community College Trustees	SOCCCD	Institutional Membership FY 18-19	\$ 8,346.00
P187580	B & H Photo	SC	Broadcast Services Supplies	\$ 44,469.87
P187545	B & H Photo	SC	Broadcast Services Supplies	\$ 34,650.22
P187579	Billy Tees	SC	Student Athlete Supplies	\$ 5,016.62
P187863	Bound Tree Medical	SC	EMT/Paramedic Program Supplies	\$ 7,803.26
P188053	Broadcast Music	SC	License Fees	\$ 8,916.04
P187694	BSN Sports	IVC	Baseball Supplies	\$ 8,809.73
P187692	BSN Sports	IVC	Basketball Supplies	\$ 6,399.79
P187993	CDW Government	IVC	Ceiling Enclosure and Channel Adapter	\$ 10,164.60
P188047	CDW Government	SC	Child Development Center Equipment	\$ 7,210.30
P187649	Chevron and Texaco	SOCCCD	Gasoline FY 18-19	\$ 9,000.00
P187718	Computer Comforts	SC	Classroom Chairs	\$ 9,400.61
P187490	Corporate Business Interiors	SC	Welcome Center Furniture	\$ 5,415.52
P187626	County of Orange Treasurer-Tax Collector	SC	Radio Fees FY 18-19	\$ 31,032.00
P187650	Division of the State Architect	IVC	DSA Fees ADA Upgrades	\$ 7,175.00
P187504	DS Waters of America	IVC	Bottled Water Service FY 18-19	\$ 18,000.00
P187647	Emcor/Mesa Energy Systems	IVC	VAV Controller for SSC	\$ 8,162.06
P187614	Federal Express	SOCCCD	Federal Express Charges FY 18-19	\$ 20,000.00
P187595	Fisher Scientific Company	IVC	Chemical Storage Refrigerator	\$ 5,460.67
P187931	Forest Plywood Sales	SC	Supplies for Theatre FY 18-19	\$ 7,000.00
P187485	Grace Training Supply	SC	Nursing Program Supplies	\$ 18,840.00
P187947	Horizon	SOCCCD	Grounds Supplies	\$ 6,431.81
P187631	Houghton Mifflin Harcourt	SC	Books with Custom Logo Printing	\$ 47,065.20
P187717	Ingardia Brothers Produce	SC	Child Development Center Supplies FY 18-19	\$ 8,000.00
P187503	Irvine Ranch Water District	IVC	Annual Water Service FY 18-19	\$ 180,000.00
P187771	Irvine Valley College	IVC	ASIVC Student Membership Fees for EOPS	\$ 6,050.00
P188000	Irvine Valley College Bookstore	IVC	Student Planner FY 18-19	\$ 8,889.38
P187621	Johnstone Supply	IVC	Cafeteria Ice Machine	\$ 8,723.27
P187806	Marvac Electronics	SC	Communication Headset Systems	\$ 13,170.13
P187952	McKesson Medical-Surgical	SC	Hematology Analyzer	\$ 9,803.10
P187544	Medco Supply Company	IVC	Athletic Training Supplies	\$ 6,822.63
P188016	Options in Design	SOCCCD	Lobby Chair Upholstery	\$ 5,613.63
P187679	Orange County Business Council	SOCCCD	Institutional Membership Renewal FY 18-19	\$ 25,000.00
P187543	Orange Empire Conference	IVC	Membership Renewal FY 18-19	\$ 5,500.00
P187522	Orange Empire Conference	SC	Membership Renewal FY 18-19	\$ 5,500.00
P187691	Pacific Coachways Charter Services	SC	Athletic Team Transportation FY 18-19	\$ 50,000.00
P187643	Pacific Coachways Charter Services	SOCCCD	Athletic Team Transportation FY 18-19	\$ 10,000.00
P187516	Pasco Scientific	IVC	Physics Equipment	\$ 39,397.73
P187547	Pearson Education ESL	IVC	AESL Books	\$ 7,068.18
P187483	Postmaster	IVC	Community Education Brochure Fall 18	\$ 5,048.42
P187596	Quality Office Furnishings	IVC	Liberal Arts Lobby Display	\$ 7,238.25
P187894	RefPay Trust Account	IVC	Officials' Fees FY 18-19	\$ 45,000.00
P187713	Repro Xpress	SOCCCD	Blueprint Scanning	\$ 10,000.00
P187638	Repro Xpress	SOCCCD	DSA Approved Plan Printing	\$ 7,500.00
P187982	Repro Xpress	SOCCCD	Project Plan Printing	\$ 7,000.00
P187984	S & B Foods	IVC	Catering Service	\$ 11,992.57
P187548	S & B Foods	IVC	Faculty Events Refreshments	\$ 7,000.00
P187648	S & B Foods	IVC	President's Office Events Refreshments	\$ 7,000.00
P187632	S & B Foods	SC	FLEX Week Catering Fall 18	\$ 8,300.00
P187827	Samy's Camera	SC	Photography Supplies	\$ 10,661.54
P187834	SOCCCD Workers Compensation	SOCCCD	Workers' Comp Trust Acct FY 18-19	\$ 80,000.00
P187502	Southern California Edison	IVC	Electricity Service FY 18-19	\$ 1,125,000.00
P188004	Southern California Edison	SOCCCD	Meter Consolidation Installation	\$ 39,836.82



South Orange County Community College District

Purchase Order Ratification (Supplier)

August 2, 2018 through September 4, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P187644	State of California Dept. of General Services	SOCCCD	DSA Fees for IVC 1st Bldg. Project at ATEP	\$ 51,829.12
P188048	Systems Source	SC	Financial Aid Office Furniture	\$ 11,684.92
P188050	Thorn Smith Laboratories	IVC	Chemical Samples	\$ 5,550.00
P187482	United Direct Marketing	IVC	Community Education Brochure Printing Fall 18	\$ 9,201.00
P187651	United Interiors	IVC	HR Office Furniture	\$ 34,239.20
P187507	VWR International	IVC	Physics Equipment	\$ 5,659.89
P187554	Wells Fargo	SC	Theatre Program Advertising Fall 18	\$ 5,000.00
P188044	Xerox	SC	Copy Machine Lease	\$ 14,000.00
Total Purchase Orders \$5,000 and above				2,315,693.26
482 Purchase Orders Under \$5,000				344,126.34
Total Purchase Orders				2,659,819.60



South Orange County Community College District

Purchase Order Ratification (Amount)

August 2, 2018 through September 4, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P187502	Southern California Edison	IVC	Electricity Service FY 18-19	\$ 1,125,000.00
P187503	Irvine Ranch Water District	IVC	Annual Water Service FY 18-19	\$ 180,000.00
P187834	SOCCCD Workers Compensation	SOCCCD	Workers' Comp Trust Acct FY 18-19	\$ 80,000.00
P187644	State of California Dept. of General Services	SOCCCD	DSA Fees for IVC 1st Bldg. Project at ATEP	\$ 51,829.12
P187691	Pacific Coachways Charter Services	SC	Athletic Team Transportation FY 18-19	\$ 50,000.00
P187631	Houghton Mifflin Harcourt	SC	Books with Custom Logo Printing	\$ 47,065.20
P187894	RefPay Trust Account	IVC	Officials' Fees FY 18-19	\$ 45,000.00
P187580	B & H Photo	SC	Broadcast Services Supplies	\$ 34,469.87
P187808	Accrediting Commission for Community & Jr Colleges	SC	Annual Dues FY 18-19	\$ 39,846.00
P188004	Southern California Edison	SOCCCD	Meter Consolidation Installation	\$ 39,836.82
P187516	Pasco Scientific	IVC	Physics Equipment	\$ 39,397.73
P187545	B & H Photo	SC	Broadcast Services Supplies	\$ 34,650.22
P187651	United Interiors	IVC	HR Office Furniture	\$ 34,239.20
P187626	County of Orange Treasurer-Tax Collector	SC	Radio Fees FY 18-19	\$ 31,032.00
P187679	Orange County Business Council	SOCCCD	Institutional Membership Renewal FY 18-19	\$ 25,000.00
P187614	Federal Express	SOCCCD	Federal Express Charges FY 18-19	\$ 20,000.00
P187485	Grace Training Supply	SC	Nursing Program Supplies	\$ 18,840.00
P188055	ASCAP	SC/IVC	Music License Agreement	\$ 18,757.74
P187504	DS Waters of America	IVC	Bottled Water Service FY 18-19	\$ 18,000.00
P187514	Anixter	IVC	Locksmith Supplies FY 18-19	\$ 15,520.29
P188044	Xerox	SC	Copy Machine Lease	\$ 14,000.00
P187806	Marvac Electronics	SC	Communication Headset Systems	\$ 13,170.13
P187984	S & B Foods	IVC	Catering Service	\$ 11,992.57
P188048	Systems Source	SC	Financial Aid Office Furniture	\$ 11,684.92
P187827	Samy's Camera	SC	Photography Supplies	\$ 10,661.54
P187993	CDW Government	IVC	Ceiling Enclosure and Channel Adapter	\$ 10,164.60
P187643	Pacific Coachways Charter Services	SOCCCD	Athletic Team Transportation FY 18-19	\$ 10,000.00
P187713	Repro Xpress	SOCCCD	Blueprint Scanning	\$ 10,000.00
P187952	McKesson Medical-Surgical	SC	Hematology Analyzer	\$ 9,803.10
P187718	Computer Comforts	SC	Classroom Chairs	\$ 9,400.61
P187482	United Direct Marketing	IVC	Community Education Brochure Printing Fall 18	\$ 9,201.00
P187649	Chevron and Texaco	SOCCCD	Gasoline FY 18-19	\$ 9,000.00
P188053	Broadcast Music	SC	License Fees	\$ 8,916.04
P188000	Irvine Valley College Bookstore	IVC	Student Planner FY 18-19	\$ 8,889.38
P187694	BSN Sports	IVC	Baseball Supplies	\$ 8,809.73
P187621	Johnstone Supply	IVC	Cafeteria Ice Machine	\$ 8,723.27
P187489	Allsteel	SC	Welcome Center Furniture	\$ 8,520.15
P187630	Association of Community College Trustees	SOCCCD	Institutional Membership FY 18-19	\$ 8,346.00
P187632	S & B Foods	SC	FLEX Week Catering Fall 18	\$ 8,300.00
P187647	Emcor/Mesa Energy Systems	IVC	VAV Controller for SSC	\$ 8,162.06
P187717	Ingardia Brothers Produce	SC	Child Development Center Supplies FY 18-19	\$ 8,000.00
P187863	Bound Tree Medical	SC	EMT/Paramedic Program Supplies	\$ 7,803.26
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P187596	Quality Office Furnishings	IVC	Liberal Arts Lobby Display	\$ 7,238.25
P188047	CDW Government	SC	Child Development Center Equipment	\$ 7,210.30
P187650	Division of the State Architect	IVC	DSA Fees ADA Upgrades	\$ 7,175.00
P187547	Pearson Education ESL	IVC	AESL Books	\$ 7,068.18
P187931	Forest Plywood Sales	SC	Supplies for Theatre FY 18-19	\$ 7,000.00
P187982	Repro Xpress	SOCCCD	Project Plan Printing	\$ 7,000.00
P187548	S & B Foods	IVC	Faculty Events Refreshments	\$ 7,000.00
P187648	S & B Foods	IVC	President's Office Events Refreshments	\$ 7,000.00
P187544	Medco Supply Company	IVC	Athletic Training Supplies	\$ 6,822.63
P187947	Horizon	SOCCCD	Grounds Supplies	\$ 6,431.81
P187692	BSN Sports	IVC	Basketball Supplies	\$ 6,399.79
P187771	Irvine Valley College	IVC	ASIVC Student Membership Fees for EOPS	\$ 6,050.00
P187507	VWR International	IVC	Physics Equipment	\$ 5,659.89
P188016	Options in Design	SOCCCD	Lobby Chair Upholstery	\$ 5,613.63



South Orange County Community College District

Purchase Order Ratification (Amount)

August 2, 2018 through September 4, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P188050	Thorn Smith Laboratories	IVC	Chemical Samples	\$ 5,550.00
P187543	Orange Empire Conference	IVC	Membership Renewal FY 18-19	\$ 5,500.00
P187522	Orange Empire Conference	SC	Membership Renewal FY 18-19	\$ 5,500.00
P187595	Fisher Scientific Company	IVC	Chemical Storage Refrigerator	\$ 5,460.67
P187490	Corporate Business Interiors	SC	Welcome Center Furniture	\$ 5,415.52
P187483	Postmaster	IVC	Community Education Brochure Fall 18	\$ 5,048.42
P187579	Billy Tees	SC	Student Athlete Supplies	\$ 5,016.62
P187554	Wells Fargo	SC	Theatre Program Advertising Fall 18	\$ 5,000.00
Total Purchase Orders \$5,000 and above				2,315,693.26
482 Purchase Orders Under \$5,000				344,126.34
Total Purchase Orders				2,659,819.60



South Orange County Community College District

Check Ratification

August 2, 2018 through September 4, 2018

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,100	10,461,008.57
07 IVC Community Education	5	37,860.14
09 SC Community Education	33	83,624.57
12 Child Development	6	66,430.51
40 Capital Outlay	109	1,986,632.84
68 Self Insurance	3	1,160.18
71 Retiree Benefit	4	1,562,117.15
95 SC Associated Student Government	12	90,150.52
96 IVC Associated Student Government	20	41,981.96
Total	1,292	14,330,966.44

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

On March 28, 2016, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

STATUS

From July 20, 2018 through August 17, 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 133 total contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	52	\$5,000-\$100,000	\$1,371,444.28
B	7	Zero \$	\$0.00
N/A	74	Under \$5,000	\$141,143.35
TOTAL	133		\$1,512,587.63

RECOMMENDATION

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



July 20, 2018 through August 17, 2018
Contracts with Values between \$5,000 and \$100,000
Board Date: 9/24/18

CONTRACTOR NAME**CONTRACT AMOUNT**

<u>AMTEK Construction</u> Construction Services Agreement (Change Order No. 1) – To reduce Parking Lot 3 Improvement Project allowance amount by \$7,000 from current agreement value of \$94,333. Irvine Valley College	\$87,333.00
<u>Amazon Web Services</u> Software License Agreement – To provide cloud services to support district infrastructure and applications from 7/1/2018 to 6/30/2019. District Services	\$80,000.00
<u>Daniel Avegalio</u> Professional Services Agreement – To provide professional expertise in establishing Veteran Resource Centers within geographic regions 1, 2, and 5 as stipulated in the Veterans Innovation Grant from 7/16/2018 to 6/30/2021. Irvine Valley College	\$75,000.00
<u>Patricia D' Orange Martin</u> Professional Services Agreement – To provide professional expertise in establishing Veteran Resource Centers within geographic regions 6 and 7 as stipulated in the Veterans Innovation Grant from 7/16/2018 to 6/30/2021. Irvine Valley College	\$75,000.00
<u>Todd Steffan</u> Professional Services Agreement – To provide professional expertise in establishing Veteran Resource Centers within geographic regions 3 and 4 as stipulated in the Veterans Innovation Grant from 7/16/2018 to 6/30/2021. Irvine Valley College	\$75,000.00
<u>Meridian IT, Inc.</u> Software Support Agreement – To provide 24/7 system support of Nutanix server system platforms from 7/1/2018 to 6/30/2019. District Services	\$74,901.00
<u>CollegeSource</u> Software License Agreement – Annual renewal of uAchieve cloud subscription used to support the SIS Degree Audit System from 6/1/2018 to 5/31/2019. District Services	\$63,299.00

<u>Blue Tiger, Inc.</u> Professional Services Agreement – To prepare and coordinate the transfer of accreditation from Capistrano Unified School District's College and Career Advantage classes to the District from 7/2/2018 to 6/30/2019. Saddleback College	\$60,000.00
<u>Quick Caption</u> Professional Services Agreement – To provide interpreting services for the hearing impaired from 7/1/2018 to 6/30/2019. Saddleback College	\$60,000.00
<u>CDW-G, LLC</u> Software License Agreement – Annual renewal of VMware subscription used for virtual systems from 7/31/2018 to 7/30/2019. District Services	\$53,972.00
<u>Kilmer Investigative Services</u> Professional Services Agreement – To provide investigative services to District Human Resources from 8/7/2018 to 6/30/2019. District Services	\$50,000.00
<u>San Bernardino Community College District</u> Independent Contractor Agreement (Amend No. 1) – A no cost, six month extension to provide Contract Education training to various businesses in Orange County through the Employment Training Panel (ETP) subsidy from 7/1/2017 to 12/31/2018. Saddleback College	\$50,000.00 Revenue
<u>Optiv Security, Inc.</u> Software License Subscription – Annual renewal of Palo Alto Network used to protect computing resources from malicious web links from 7/1/2018 to 6/30/2019. District Services	\$48,453.02
<u>Accommodating Ideas, Inc.</u> Professional Services Agreement – To provide interpreting services for the hearing impaired from 8/1/2018 to 6/30/2019. Irvine Valley College	\$40,000.00
<u>Infiniti Consulting Group</u> Professional Services Agreement – To provide Amazon Web Services architecture assessment for cloud services to run various systems from 8/8/2018 to 2/8/2019. District Services	\$35,000.00
<u>Cranium Café LLC, dba ConexED</u> Software License Agreement – Annual renewal of software platform used to provide online tutoring services from 7/1/2018 to 6/30/2019. Saddleback College	\$31,200.00

<u>Good for Nothing, Inc.</u> Educational Services Agreement – To provide classes in music and film making offered through Community Education program from 7/1/2018 to 6/30/2020. Saddleback College	\$25,000.00
<u>College Board</u> Enrollment Agreement (Addendum No. 2) – Annual renewal of PowerFAIDS Initial Web Client license used for financial aid management from 7/1/2018 to 6/30/2019. Irvine Valley College	\$23,851.95
<u>Phoenix Group</u> Software License Agreement – Annual renewal of citation processing management system used for parking citations from 7/1/2018 to 6/30/2019. Irvine Valley College	\$23,000.00
<u>Foundation for California Community Colleges</u> Career Catalyst Program Agreement – To provide support in administering the Education Futures Grant from 8/1/2018 to 6/30/2019. Saddleback College	\$16,501.00
<u>Augusoft, Inc.</u> Software License Agreement – Annual renewal of Lumens subscription used for web-hosted enrollment management from 1/1/2019 to 12/31/2019. Irvine Valley College	\$16,198.04
<u>Proctorio, Inc.</u> Software License Agreement – Annual renewal of Proctorio license used for digital proctoring of exam administration from 8/1/2018 to 7/31/2019. Irvine Valley College	\$16,000.00
<u>Optiv Security, Inc.</u> Software License Agreement – Annual renewal of LogRhythm license used to collect server logs from 10/1/2018 to 9/30/2019. District Services	\$15,703.00
<u>Environmental Nature Center</u> Educational Services Agreement – To provide classes in native habitats and wildlife offered through Community Education program from 7/2/2018 to 8/9/2019. Saddleback College	\$15,000.00
<u>John Pope</u> Independent Contractor Agreement – To provide marketing and communication services for the Public Relations department from 7/18/2018 to 7/17/2019. District Services	\$15,000.00

<u>Steris Corporation</u> Field Services Agreement – To provide annual maintenance of autoclaves located in the Life Sciences Building from 9/1/2018 to 8/31/2019. Irvine Valley College	\$14,175.00
<u>ThreeForks, Inc.</u> Professional Services Agreement – To provide training, assessment and recommendations of PowerFAIDS and its integration with MySite and other campus systems from 7/1/2018 to 6/30/2019. Irvine Valley College	\$13,600.00
<u>Johnson Flooring, Inc.</u> Field Services Agreement (Amend No. 1) – To provide additional maintenance services of \$6,500 to close out current agreement valued at \$7,000 for the maintenance of gym floor from 7/1/2017 to 6/30/2018. Saddleback College	\$13,500.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance monitoring services for the District-Wide Mapping Project from 7/24/2018 to 8/24/2019. District Services	\$12,000.00
<u>Ventek International</u> Independent Contractor Agreement – Annual renewal of Venvue subscription used for parking meter transaction processing from 7/1/2018 to 6/30/2019. Irvine Valley College	\$10,913.24
<u>Yorba Linda Country Club</u> Facility Use Agreement – Location to host the CCCAA Men's SoCal Regional Golf Tournament on 5/9/2019. Irvine Valley College Foundation	\$10,700.00
<u>SARS Software Products, Inc.</u> Software License Agreement – Annual renewal of SARS software used to schedule student appointments for various departments from 7/1/2018 to 6/30/2019. Irvine Valley College	\$10,560.00
<u>Newcomb Anderson McCormick</u> Professional Services Agreement – To provide consulting services to develop a Southern California Edison solar and battery storage interconnect application for ATEP IDEA building from 5/25/2018 to 1/23/2019. District Services	\$10,000.00
<u>Paige Fellers</u> Independent Contractor Agreement – To provide graphic design services for the Public Relations & Marketing office on an as needed basis from 8/1/2018 to 3/31/2019. District Services	\$10,000.00

<u>Quick Caption</u> Professional Services Agreement – To provide captioning services for hearing impaired from 7/1/2018 to 6/30/2019. Irvine Valley College	\$10,000.00
<u>Tender Loving Freedom Transportation</u> Independent Contractor Agreement – To provide college transportation services for persons with disabilities during construction of access ramp at Saddleback College from 8/14/2018 to 9/7/2018. District Services	\$10,000.00
<u>Siteimprove, Inc.</u> Software License Agreement – Annual renewal of Siteimprove Professional Suite used for quality assurance, accessibility, Search Engine Optimization (SEO) and PDF check for website data management from 7/1/2018 to 6/30/2019. Saddleback College	\$9,690.00
<u>Forensic Analytical Consulting Services</u> Independent Contractor Agreement – To provide laboratory safety (formaldehyde and methylene chloride) training to employees from 8/13/2018 to 8/12/2019. Irvine Valley College	\$9,000.00
<u>Kaylaa Fox</u> Educational Services Agreement – To provide dance classes offered through Community Education program from 7/1/2018 to 8/3/2018. Saddleback College	\$9,000.00
<u>NelNet Business Solutions, Inc.</u> Administrative Services Agreement – To provide third party services to process financial aid disbursements from 7/1/2018 to 5/21/2021. Saddleback College	\$9,000.00
<u>Lace It Up</u> Professional Services Agreement – To provide event management services for VETS 5K event on 11/10/2018. Saddleback College	\$8,710.00
<u>Emcor Services, Mesa Energy Systems</u> Field Services Agreement – To provide chiller repair service in the Student Services Center from 6/11/2018 to 6/30/2018. Irvine Valley College	\$8,413.76
<u>ProTechnology/Eclipse Corporation WSL Inc.</u> Software License Agreement – Annual renewal of JetTrac DocOrigin license used to print accounting checks from 8/1/2018 to 7/31/2019. District Services	\$8,295.67
<u>C.R.I Electric, Inc.</u> Field Services Agreement – To provide installation of electrical circuits in Learning Resource Center-210 from 8/29/2018 to 12/29/2018. Saddleback College	\$7,860.00

<u>Jared Scott</u> Professional Services Agreement – To provide piano tuning service for the Music Department from 8/1/2018 to 6/30/2021. Irvine Valley College	\$7,800.00
<u>Economic Modeling, LLC</u> Software License Agreement – Annual renewal of EMSI's Alumni Insight software subscription used to track alumni information from 8/6/2018 to 8/5/2019. Saddleback College	\$7,500.00
<u>Haitbrink Asphalt Paving, Inc.</u> Field Services Agreement – To provide restriping services of gravel parking lots from 7/25/2018 to 8/31/2018. Irvine Valley College	\$6,950.00
<u>Tracks Business Consulting LLC dba Tracks Global Business Consulting</u> Independent Contractor Agreement – To provide consulting services for facilitating a one day Board of Trustees retreat on 9/29/2018. District Services	\$6,000.00
<u>Financial Advisors Network</u> Educational Services Agreement – To provide financial advising classes offered through Community Education from 7/1/2018 to 6/30/2019. Irvine Valley College	\$5,950.00
<u>CAPP Associates, Inc.</u> Software License Agreement – To provide CTA software used for College Tests for English Placement (CTEP) and Mathematics Diagnostic Testing Project (MDTP) for Matriculation from 7/1/2018 to 6/30/2019. Saddleback College	\$5,924.60
<u>Melissa Data Corporation</u> Software License Agreement – Annual renewal of Personator license used to validate addresses on registration applications from 8/15/2018 to 8/14/2019. Saddleback College	\$5,490.00
<u>Parchment, Inc.</u> Software License Agreement – To provide Parchment Receiver Service software used for receiving electronic transcript data from high schools from 6/1/2018 to 5/31/2019. Saddleback College	\$5,000.00



July 20, 2018 through August 17, 2018

Contracts with Values of \$0

Board Date: 9/24/18

CONTRACTOR NAME

CONTRACT AMOUNT

<u>24 Hour Fitness USA, Inc.</u> Corporate Membership Agreement – To provide employee discount opportunities for membership from 8/14/2018 to 8/14/2019. District Services	\$0.00
<u>Capistrano Unified School District</u> Fieldwork Agreement – To provide internship opportunities at elementary schools from 8/1/2018 to 7/1/2023. Saddleback College	\$0.00
<u>City of Dana Point Community Services Department</u> Facility Use Agreement – To provide a location for students to register for Emeritus classes at Dana Point Community Center on 11/30/2018. Saddleback College	\$0.00
<u>Geneva Presbyterian Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. Saddleback College	\$0.00
<u>Kaiser Foundation Health Plan, Inc.</u> Mobile Health Vehicles Services Agreement – To provide health screenings at Irvine Valley College on 8/28/2018. District Services	\$0.00
<u>Montanoso Recreation Center</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. Saddleback College	\$0.00
<u>Palmia Recreation Center</u> Facility Use Agreement – To provide a location for Emeritus classes from 5/29/2018 to 5/28/2019. Saddleback College	\$0.00

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

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 15-19, 2018.

South Orange County Community College District Board of Trustees
Resolution in Support of Undocumented Student Action Week
October 15-19, 2018

Resolution 18-24

WHEREAS, the South Orange County Community College District supports and values the contributions of undocumented students to our community and state; and

WHEREAS, the Deferred Action for Childhood Arrivals (DACA) program has offered the opportunity for hundreds of thousands of immigrants to reach their educational goals regardless of their immigration status; and

WHEREAS, most DACA recipients immigrated to the United States when they were young and have spent most of their lives living in the U.S.; and

WHEREAS, our vision for California's community colleges is to provide access to a quality public higher education for all Californians, and as the largest public system of higher education in the U.S., we take great pride in being the pathway to opportunity for Californians of all backgrounds; and

WHEREAS, the protections contained within DACA have proven to increase both educational attainment and wage outcomes for its participants; and

WHEREAS, the proposed cancellation of the program puts the educational future of thousands of students at risk; and

WHEREAS, a recent analysis by the CATO Institute found that the U.S. economy could be reduced by \$215 billion, and the federal government could lose \$60 billion in tax revenues with the elimination of DACA; and

WHEREAS, inaction puts the educational goals of hundreds of thousands of Californians on hold and America's economy at risk; and

WHEREAS, we remain steadfast in our commitment to these objectives and will stand with Dreamers to protect quality public community colleges for all Californians; and

WHEREAS, we remain steadfast in our commitment to educational opportunity and will support all of our students to continue their education in the California community college system; and

NOW THEREFORE BE IT RESOLVED, that the South Orange County Community College District requests that California congressional members vote to codify protections contained within the Deferred Action for Childhood Arrivals program that will permit thousands of Californians to reach their highest potential.

BE IT FURTHER RESOLVED, that the South Orange County Community College District joins with educators, students, businesses and community members in declaring October 15-19, **2018 Undocumented Student Action Week**, and encourages a week of reasoned discussion, vigorous debate and nonviolent action in support of undocumented students.

PASSED AND ADOPTED by the Board of Trustees for South Orange County Community College District on the 24th day of September, 2018.

Timothy Jemal, President

Barbara J. Jay, Member

Marcia Milchiker, Vice President

David B. Lang, Member

T.J. Prendergast, Clerk

Terri Whitt, Member

James R. Wright, Member

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Biennial Ethics Training & Trustee Travel and Compensation

ACTION: Approval

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 in the fall of 2014.

STATUS

After careful review of the report, the South Orange County Community College District trustees agreed to take action on several 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 workshops and conferences.

All seven board members have satisfied the ethics training requirement for the current period.

2. Report the following items annually in September during a public meeting and on the district website:
 - Annual individual travel expenditures for the Chancellor and Board of 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, 2017 through August 31, 2018 (Exhibit A) and Report of Total Annual Trustee Compensation for FY 2017-18 (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, 2017 through August 31, 2018
Prepared August 31, 2018

Name	Description	Amount Paid	Total by Name
TRUSTEE			
Hoang, Evelyn (Student Trustee)	CCLC Student Trustees Workshop in Burlingame, CA	\$1,146.66	\$1,146.66
Jay, Barbara J.	CCLC Annual Convention in San Jose, CA (cancelled)	\$50.00	\$50.00
Jemal, Timothy	P3 Higher Education Summit in San Diego, CA	\$855.38	\$855.38
Lang, David B.	None		\$0.00
Milchiker, Marcia	None		\$0.00
Pendergast, T.J.	OCSBA/ACSA Joint Dinner Meeting in Irvine, CA	\$35.00	
Pendergast, T.J.	AACC Guided Pathways Institute #6 in Seattle, WA	\$653.71	
Pendergast, T.J.	OCSBA Dinner Meeting in Irvine, CA	\$35.00	
Pendergast, T.J.	OCSBA Annual Dinner Meeting in Irvine, CA	\$35.00	\$758.71
Whitt, Terri	OCSBA/ACSA Joint Dinner Meeting in Irvine, CA	\$35.00	
Whitt, Terri	OCSBA Dinner Meeting in Irvine, CA	\$35.00	\$70.00
Wright, Jim	None		\$0.00
	Total Travel: Trustees	\$2,880.75	\$2,880.75

Expenses for Board Members & Chancellor September 1, 2017 through August 31, 2018
Prepared August 31, 2018

Name	Description	Amount Paid	Total by Name
CHANCELLOR			
Burke, Kathleen F. (7/1/18 - 8/30/18)	None		\$0.00
Fallo, Thomas (11/20/17 - 4/30/18)	None		\$0.00
Fitzsimons, Debra (9/1/17 - 11/19/17)	ACBO Enrollment Strategies Workshop in Riverside, CA (cancelled)	\$75.00	
Fitzsimons, Debra	OCBC Chairman's Leadership Breakfast in Costa Mesa, CA (cancelled)	\$85.00	
Fitzsimons, Debra	P3 Higher Education Summit in San Diego, CA	\$790.29	
Fitzsimons, Debra	ACBO Fall Conference in San Diego, CA (cancelled)	\$385.00	
Fitzsimons, Debra	CCLC Annual Convention in San Jose, CA (cancelled)	\$1,364.27	\$2,699.56
Gabel, Ann-Marie (5/1/18 - 6/30/18)	None		\$0.00
Total Travel: Chancellor		\$2,699.56	\$2,699.56

Expenses for Board Members & Chancellor September 1, 2017 through August 31, 2018
Prepared August 31, 2018

Name	Description	Amount Paid	Total by Name
TRUSTEE			
Hoang, Evelyn (Student Trustee)	CCLC Student Trustees Workshop in Burlingame, CA	\$1,146.66	\$1,146.66
Jay, Barbara J.	CCLC Annual Convention in San Jose, CA (cancelled)	\$50.00	\$50.00
Jemal, Timothy	P3 Higher Education Summit in San Diego, CA	\$855.38	\$855.38
Lang, David B.	None		\$0.00
Milchiker, Marcia	None		\$0.00
Pendergast, T.J.	OCSBA/ACSA Joint Dinner Meeting in Irvine, CA	\$35.00	
Pendergast, T.J.	AACC Guided Pathways Institute #6 in Seattle, WA	\$653.71	
Pendergast, T.J.	OCSBA Dinner Meeting in Irvine, CA	\$35.00	
Pendergast, T.J.	OCSBA Annual Dinner Meeting in Irvine, CA	\$35.00	\$758.71
Whitt, Terri	OCSBA/ACSA Joint Dinner Meeting in Irvine, CA	\$35.00	
Whitt, Terri	OCSBA Dinner Meeting in Irvine, CA	\$35.00	\$70.00
Wright, Jim	None		\$0.00
	Total Travel: Trustees	\$2,880.75	\$2,880.75

Expenses for Board Members & Chancellor September 1, 2017 through August 31, 2018
Prepared August 31, 2018

Name	Description	Amount Paid	Total by Name
CHANCELLOR			
Burke, Kathleen F. (7/1/18 - 8/30/18)	None		\$0.00
Fallo, Thomas (11/20/17 - 4/30/18)	None		\$0.00
Fitzsimons, Debra (9/1/17 - 11/19/17)	ACBO Enrollment Strategies Workshop in Riverside, CA (cancelled)	\$75.00	
Fitzsimons, Debra	OCBC Chairman's Leadership Breakfast in Costa Mesa, CA (cancelled)	\$85.00	
Fitzsimons, Debra	P3 Higher Education Summit in San Diego, CA	\$790.29	
Fitzsimons, Debra	ACBO Fall Conference in San Diego, CA (cancelled)	\$385.00	
Fitzsimons, Debra	CCLC Annual Convention in San Jose, CA (cancelled)	\$1,364.27	\$2,699.56
Gabel, Ann-Marie (5/1/18 - 6/30/18)	None		\$0.00
Total Travel: Chancellor		\$2,699.56	\$2,699.56

SOCccd BOARD OF TRUSTEES - ANNUAL COMPENSATION

Employee	Annual Salary - Schedule	Health & Welfare Benefits	Total Annual Compensation
Board of Trustees Member	\$ 9,450.00	\$ 25,412.00	\$ 34,862.00
Student Trustee Member	\$ 4,725.00	\$ -	\$ 4,725.00

Employee	FYTD Compensation 2017-2018	Health & Welfare Benefits	Total Fiscal Year Compensation
Timothy Jemal, President	\$ 9,412.50	\$ 25,315.47	\$ 34,727.97
Marcia Milchiker, Vice President	\$ 9,412.50	\$ 25,210.59	\$ 34,623.09
T. J. Prendergast III, Clerk	\$ 9,412.50	\$ 25,312.47	\$ 34,724.97
Barbara J. Jay, Member	\$ 9,412.50	\$ 25,466.55	\$ 34,879.05
David B. Lang, Member	\$ 9,412.50	\$ 25,311.51	\$ 34,724.01
Terri Whitt, Member	\$ 9,412.50	\$ 25,457.55	\$ 34,870.05
James R. Wright, Member	\$ 9,412.50	\$ 25,098.51	\$ 34,511.01
Evelyn Hoang, Student Member (5/1/18 - 6/30/18)	\$ -	\$ -	\$ -
Jordan J. Larson, Student Member (6/1/17 - 4/30/18)	\$ 3,918.75	\$ -	\$ 3,918.75
	\$ 69,806.25	\$ 177,172.65	\$ 246,978.90

SOCccd BOARD OF TRUSTEES - ANNUAL COMPENSATION

Employee	Annual Salary - Schedule	Health & Welfare Benefits	Total Annual Compensation
Board of Trustees Member	\$ 9,450.00	\$ 25,412.00	\$ 34,862.00
Student Trustee Member	\$ 4,725.00	\$ -	\$ 4,725.00

Employee	FYTD Compensation 2017-2018	Health & Welfare Benefits	Total Fiscal Year Compensation
Timothy Jemal, President	\$ 9,412.50	\$ 25,315.47	\$ 34,727.97
Marcia Milchiker, Vice President	\$ 9,412.50	\$ 25,210.59	\$ 34,623.09
T. J. Prendergast III, Clerk	\$ 9,412.50	\$ 25,312.47	\$ 34,724.97
Barbara J. Jay, Member	\$ 9,412.50	\$ 25,466.55	\$ 34,879.05
David B. Lang, Member	\$ 9,412.50	\$ 25,311.51	\$ 34,724.01
Terri Whitt, Member	\$ 9,412.50	\$ 25,457.55	\$ 34,870.05
James R. Wright, Member	\$ 9,412.50	\$ 25,098.51	\$ 34,511.01
Evelyn Hoang, Student Member (5/1/18 - 6/30/18)	\$ -	\$ -	\$ -
Jordan J. Larson, Student Member (6/1/17 - 4/30/18)	\$ 3,918.75	\$ -	\$ 3,918.75
	\$ 69,806.25	\$ 177,172.65	\$ 246,978.90

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 3, 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, for a revised contract total of \$50,900,090. On August 27, 2018, the Board of Trustees ratified Change Order No. 2 for a no cost time extension.

During design, staff determined that supplemental geotechnical investigation was required to complete design. This review resulted in geotechnical changes across the entire project and a change in the geotechnical engineer of record. Geotechnical impacts related to the stadium were incorporated into Change Order No. 1; however, impacts to the practice field, thrower's park, retaining wall and emergency vehicle access road required additional information. This change order addresses the remaining geotechnical impacts as well as unforeseen conditions encountered during the demolition and earthwork phases.

STATUS

The required modifications contained in Change Order Request No. 3 are described in EXHIBIT A. Approval of Change Order No. 3 will result in an increase of \$1,367,114, for a revised contract total of \$52,267,204.

Funds are available in the Saddleback College Stadium and Site Improvement project budget of \$62,230,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order No. 3 (EXHIBIT A) 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 \$1,367,114, for a revised contract total of \$52,267,204.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College Stadium and Site Improvement Project
Change Order No. 3

September 24, 2018

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	CO No. 3 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2043	Design-Build Contractor	PCL Construction Services, Inc.		\$48,999,900	\$1,900,190	\$1,367,114	\$52,267,204	277
		4350 Executive Drive, Suite 270	TOTAL	48,999,900		\$1,367,114	\$52,267,204	277

COR No.	Date	Description	Requested	Status	Amount	Time Extension
11	8/7/2018	Remove/abate ballasts from stadium and driving range fixtures. At time of RFP, these materials were not surveyed for special handling.	District - unforeseen	reviewed	\$21,077	0
12	8/14/2018	Remove/abate putty at storage shed roof and lead marking paint in lot 1B. At time of RFP, these materials were not surveyed for special handling.	District - unforeseen	reviewed	\$13,949	0
19	8/30/2018	Demolish and remove layer of buried artificial turf discovered during earthmoving operations.	District - unforeseen	reviewed	\$9,176	0
29	8/30/2018	Discovery of buried pipe during earth moving operations; cut pipe 7 feet below proposed finished grade, compact and fill with slurry, dispose of cut off section of pipe.	District - RFI 12	reviewed	\$2,302	0
30	8/30/2018	Excavate, demo and pulverize concrete encasement discovered during earthmoving operations north of CDC approx. 8' below grade.	District - RFI 16	reviewed	\$5,425	0
78	8/29/2018	Change in design and construction costs due to change in project Geotechnical Engineer of Record and a difference in interpretation of soil conditions.	District	reviewed	\$1,315,185	0
		TOTAL THIS CHANGE ORDER REQUEST			\$1,367,114	0

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [Saddleback College: Grant Award, Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion]

ACTION: Approval

BACKGROUND

In April 2018, Saddleback College in partnership with University of Colorado, Boulder submitted a collaborative application to the National Science Foundation (NSF) in response to their program announcement solicitation for NSF Inclusion across the Nation of Communities of Underrepresented Discoverers in Engineering and Science Alliances (NSF INCLUDES Alliances). This initiative provides Saddleback College and partners an opportunity to expand the work already in progress under the NSF INCLUDES pilot project STEM Core Initiative (SCI).

STATUS

On August 30, 2018, the NSF notified Saddleback College of its intent to award the college \$8,819,760 over a five year period from September 1, 2018 through August 31, 2023. In order to accomplish the goals identified in EXHIBIT A and B, Saddleback College, as project lead, will work collaboratively with the University of Colorado, Boulder and other partners to promote SCI within an expansive consortium of community colleges, universities, national labs, non-profit workforce intermediaries and STEM employers to implement and expand access to the STEM Core Initiative program throughout the nation. Additionally, grant funds will be utilized to contract with an external evaluator to provide assessment of SCI activities amongst the consortium. Principal Investigator, Dr. Jim Zoval will lead project efforts with support from the division of Math, Science & Engineering and the Saddleback College Grant Office.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the award to Saddleback College from the National Science Foundation for \$8,819,760 for Program Announcement NSF 18-529, over a five year period from September 1, 2018 through August 31, 2023.

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

- () GRANT APPLICATION ABSTRACT
(x) GRANT ACCEPTANCE ABSTRACT
() GRANT RENEWAL ACCEPTANCE ABSTRACT
() REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion
2. **PROJECT DIRECTOR:** Dr. Jim Zoval
3. **PROJECT ADMINISTRATOR:** Art Nitta
4. **GRANTOR AGENCY:** National Science Foundation
5. **FUNDING SOURCE:** National Science Foundation- NSF INCLUDES Alliances
6. **STARTING AND ENDING DATES OF THE PROJECT:** September 1, 2018 to August 31, 2023
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Saddleback College will address the goals of the National Science Foundation Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science Alliances (NSF INCLUDES Alliances) grant/cooperative agreement through the development, implementation, expansion and evaluation of the STEM Core Initiative (SCI). Saddleback College as project lead will work collaboratively to promote the SCI within a consortium of community colleges, universities, national labs, non-profit workforce intermediaries and other STEM employers across the country to implement the STEM Core Initiative program throughout the nation. The NSF INCLUDES Alliance grant project will be housed within the Division of Math, Science and Engineering with additional support provided by the Grants Office.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$8,819,760		\$1,002,183	\$8,819,760

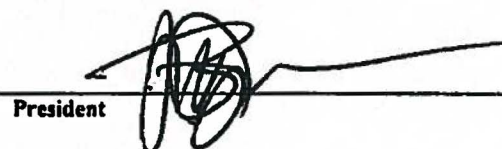
9. **APPROVALS**


Division/School Dean

Chancellor


Vice President of Instruction


Vice Chancellor of Learning Services


President


Vice President, College Administrative Services

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	\$ 75,000		
2000 Classified Salaries	\$ 532,377		
3000 Benefits	\$ 354,688		
4000 Supplies			
5000 Contracted Services and Other Expenses	\$ 6,855,512		
6000 Capital Outlay			
Other Charges (e.g.: Indirect Costs)	\$ 1,002,183		
TOTALS	\$ 8,819,760		

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Classified Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Faculty	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Classified Staff	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

PARTNERSHIPS (if applicable)

Growth Sector, San Jose Evergreen Community College District, Community College of Baltimore County, University of Colorado, Boulder, Stanford University, Anne Arundel Community College, Canada College, City College of San Francisco, Community College of Denver, East Los Angeles College, Foothill College, Grossmont College, Highline College, Howard Community College, Las Positas College, Merritt College, San Diego Mesa College, Mission College, Northern New Mexico College, Ohlone College, Pikes Peak Community College, Red Rocks Community College, Santa Ana College, Santa Fe Community College, Santa Monica College, Seattle Central College, Skyline College, South Seattle College, Tacoma Community College, West Valley College, Silicon Valley Leadership Group, NASA Jet Propulsion Laboratory, Fort Meade Alliance, Network Kinecton

National Science Foundation
4201 Wilson Boulevard
Arlington, VA 22230
www.nsf.gov

COOPERATIVE AGREEMENT(CA)

AWARD: HRD-1834628	<table style="width: 100%;"> <tr> <td style="width: 50%;">EFFECTIVE DATE:</td> <td>September 1, 2018</td> </tr> <tr> <td>EXPIRATION DATE:</td> <td>August 31, 2023</td> </tr> </table>	EFFECTIVE DATE:	September 1, 2018	EXPIRATION DATE:	August 31, 2023					
EFFECTIVE DATE:	September 1, 2018									
EXPIRATION DATE:	August 31, 2023									
PROJECTED TOTAL AWARD FUNDING: (Subject to availability of funds) \$8,819,760 CUMULATIVE AMOUNT: \$1,538,434	SOLICITATION: (Incorporated by reference, as amended) NSF 18-529 Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES) CFDA NUMBER: 47.076 OTHER AWARDS UNDER THIS PROGRAM: Show List of Awards									
<table style="width: 100%;"> <tr> <td style="width: 20%;">AWARDEE:</td> <td>Saddleback Community College District</td> </tr> <tr> <td>PROJECT TITLE:</td> <td>Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion</td> </tr> <tr> <td>PROJECT ABSTRACT:</td> <td>https://www.fastlane.nsf.gov/servlet/showaward?award=1834628</td> </tr> </table>		AWARDEE:	Saddleback Community College District	PROJECT TITLE:	Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion	PROJECT ABSTRACT:	https://www.fastlane.nsf.gov/servlet/showaward?award=1834628			
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Jim Zoval	HRD-1834628	Saddleback Community College District								
Art Nitta		Saddleback Community College District								

Michael Venn

The Community College of Baltimore County

Collaborators:

Principal Investigator (s)

Proposal No.

Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Sarah M. Miller

HRD-1834608

University of Colorado

NSF Contact Information:

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at jgosey@nsf.gov or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at jwhitmey@nsf.gov or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

Financial/Administrative Terms and Conditions (FATC):

General FATC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF99999FATC004

Award Specific FATC:

Programmatic Terms and Conditions (PTC):

General PTC:

http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF18529TPTC000

Award Specific PTC:

Change History

Prior Awarded Funding Amount:

Per Original Award on
08/30/2018: \$1,538,434

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [Saddleback College: Grant Award, Saddleback College Veteran's Resource Center Program]

ACTION: Approval

BACKGROUND

In May 2018, the Office of Student Services and Special Programs at the California Community Colleges Chancellor's Office (CCCCO) released a Request for Application (RFA No. 18-053) for the California Community Colleges Veterans Resource Center Grant Program to support the development and enhancement of the availability of veteran supportive services on California community college campuses.

STATUS

On July 16, 2018, the CCCCCO notified Saddleback College of its intent to award \$200,000 in funding from the CCCCCO Veterans Resource Center Program grant to enhance VETS Program support services and expand and upgrade the current Saddleback College VETS Center site, providing a one-stop shop for college veteran services (EXHIBIT B & C). Grant funds will also be utilized to develop and implement a program to support veteran and military affiliated distance education students based outside the local area and overseas. A grant application abstract is presented under EXHIBIT A. The performance period is from October 1, 2018 through December 31, 2021.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the award from the California Community Colleges Chancellor's Office from the Veterans Resource Center Program grant in the amount of \$200,000 for the period of October 1, 2018 through December 31, 2021.

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

- () GRANT APPLICATION ABSTRACT
(X) GRANT ACCEPTANCE ABSTRACT
() GRANT RENEWAL ACCEPTANCE ABSTRACT
() REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** California Community Colleges Veterans Resource Center Grant Program
2. **PROJECT DIRECTOR:** Terence Nelson
3. **PROJECT ADMINISTRATOR:** Georgina Guy
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office
5. **FUNDING SOURCE:** Proposition 98 General Fund
6. **STARTING AND ENDING DATES OF THE PROJECT:** 10/01/2018 – 12/31/2021
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

The California Community Colleges Chancellor's Office Veteran Resource Center Program grant provides additional funding for completion of the relocation, expansion and build out of Saddleback College's VETS Center. The expansion of the VETS Center will provide much needed space and facilities to better support the college's large student veteran population. Grant funds will also be utilized to develop and implement a specialized program to provide support to veteran and military affiliated distance education students based outside the local area and overseas.

8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$200,000	N/A	\$7,692	\$200,000

9. **APPROVALS**


Vice President, Student Services


Vice President of Instruction


President

Chancellor


Vice Chancellor, Technology & Learning Services


Vice President, College Administration Services

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
1000 Certificated Salaries	\$ 3,000.00	\$	
2000 Classified Salaries	\$ 4,000.00	\$	
3000 Benefits	\$ 936.00	\$	
4000 Supplies	\$ 5,000.00	\$	
5000 Contracted Services and Other Expenses	\$ 5,000.00	\$	
6000 Capital Outlay	\$ 174,372.00	\$	
7000 Other Charges (e.g.: Indirect Costs)	\$ 7,692.00	\$	
TOTALS	\$ 200,000.00	\$ 200,000.00	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Adjunct Faculty/Counselors	[]	[X]	[]	[X]
2. Classified staff overtime	[]	[X]	[]	[X]
3.	[]	[]	[]	[]

PARTNERSHIPS (if applicable)

Partnership Name/Location

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

Partnership Name/Location

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



California Community Colleges

MEMORANDUM

July 16, 2018

SS&SP 18-24 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Chief Business Officers
Academic Senate Presidents
Veterans Services Directors/Coordinators

FROM: Rhonda Mohr
Vice Chancellor, Student Services and Special Programs

RE: Formal Notification of Intent to Award Veterans Resource Center Grant Funds

This memorandum is a formal notification of the intent to award Veterans Resource Center (VRC) Grant funds to fifty-nine (59) colleges (attached). An additional \$8,488,000 in one-time VRC grant funding was appropriated in the recently signed 2018-19 budget, which allowed for more awardees than originally anticipated. The additional funding will also allow the Chancellor's Office to release a second VRC Grant RFA at some point in the fall. Colleges that did not apply or applied and were not funded via the original RFA. (18-053) will be eligible to apply for the additional round of VRC Grant funds.

VRC Grant applications were reviewed and competitively scored based on meeting minimum required objectives and criteria including project need, response to need, work plan, project management, budget, overall feasibility and sustainability of the project.

Applications were given one of two designations based on the overall score achieved:

1. Funded (F): These proposals will be recommended to the Board of Governors; funding is pending Board approval at its September meeting.
2. Not Eligible (NE): Proposals in this category received less than the minimum overall score (70) required to be eligible for funding.

PLEASE NOTE:

Applicants with an asterisk next to their name represent the 30 colleges awarded via the original RFA funding. The other 29 awardees will be funded via the 2018-19 appropriation. It is not known at this time how long the additional 29 awardees will have to expend their funds. *It may be a shorter period of time than what is stated in the RFA.* Once that information is provided, the Chancellor's Office will notify the 29 awardees of the performance period. *At a minimum, the 29 awardees will have until 12/31/2020 to expend their funds.*

Applicants have ten business days from the day this memorandum is posted online, ***Monday, July 30, 2018 at 5:00 pm***, to file an appeal. Please refer to the Request for Applications (RFA 18-053) Section M Grant Appeal Procedures (page 14) for information on filing an appeal. If an appeal is filed during this period, the grants affected will not be awarded until the appeal is resolved. The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of application for awards.

The Board of Governors will meet on September 17-18, 2018, to review these recommendations and take final action. Upon approval by the Board of Governors, the Chancellor's Office will contact selected colleges to discuss next steps in the award process.

cc: Michael Quiaoit, Dean, Student Services and Special Programs
David Lawrence, Specialist, Student Services and Special Programs

Attachment



Intent to Award
List of Applying Colleges and Funding Status
Veterans Resource Center Grant Program
RFA 18-053

COLLEGE	STATUS
Allan Hancock College	F
American River College*	F
Bakersfield College	F
Barstow Community College*	F
Berkeley City College	F
Butte College*	F
Cabrillo College	F
College of Alameda	F
College of the Canyons	F
College of the Sequoias	F
Consumnes River College*	F
Contra Costa College*	F
Crafton Hills College	F
Cuesta College*	F
Cuyamaca College*	F
Cypress College	F
De Anza College	F
Diablo Valley College	F
East Los Angeles College	F
El Camino College	F
Foothill College	F
Fresno City College*	F
Golden West College	F
Grossmont College*	F
Irvine Valley College*	F
LA City College*	F
LA Harbor College	F
LA Mission	F
LA Southwest College*	F
LA Trade Tech*	F

COLLEGE	STATUS
Las Positas College	F
Long Beach City College*	F
Mendocino College	F
Merced College	F
Merritt College	F
Monterey Peninsula College*	F
Moorpark College*	F
Norco College	F
Oxnard College	F
Palomar College*	F
Pasadena City College*	F
Porterville College	F
Reedley College*	F
Sacramento City College*	F
Saddleback College*	F
San Bernardino Valley College*	F
San Diego City College	F
San Diego Mesa*	F
Santa Ana College*	F
Santa Monica College*	F
Santiago Canyon College	F
Shasta College	F
Sierra College*	F
Skyline College	F
Southwestern College*	F
Victor Valley College*	F
West Valley College*	F
Yuba College	F
Antelope Valley College	NE
Copper Mountain College	NE
Ventura College	NE

*Applicants with an asterisk next to their name represent the 30 colleges awarded via the original RFA funding. The other 29 awardees will be funded via the 2018-19 appropriation. It is not known at this time how long the additional 29 awardees will have to expend their funds. Once that information is provided to the Chancellor's Office we will inform the 29 awardees of the performance period.

CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES

DISTRICT: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DIST.
COLLEGE(S): SADDLEBACK COLLEGE
RFA SPECIFICATION NUMBER: 18-053

CONTACT PAGE

TO BE COMPLETED BY CCCC

Grant Agreement No.: _____

Proposal ID No.: _____

Funding Status: _____

Fiscal Year: _____

Funding Source(s): Proposition 98 General Fund

Project Title: Saddleback College VETS Center

Institution: Saddleback College

Address: 28000 Marguerite Parkway

City: Mission Viejo **State:** CA **Zip + 4:** 92692 -3635

District Superintendent/President (or authorized Designee)

Name: Ann-Marie Gabel Title: Interim Chancellor

Phone: (949)582-4840 Fax: () E-Mail Address: agabel@socccd.edu

College President (or authorized Designee)

Name: Dr. James Buysse Title: Interim President

Phone: (949)582-4664 Fax: () E-Mail Address: jbuysse@saddleback.edu

Responsible Administrator (Appropriate Program Area)

Name: Dr. Georgina Guy Title: Dean Student Equity & Special Programs

Phone: (949)582-4738 Fax: () E-Mail Address: gguy@saddleback.edu

Project Director

Name: Terrence Nelson Title: VETS Coordinator/Counselor

Phone: (949) Fax: () E-Mail Address: tnelson14@saddleback.edu

Business Officer (or authorized Designee)

Name: Kim McCord Title: Interim Vice Chancellor, Business Services

Phone: (949)582-4661 Fax: () E-Mail Address: kmccord@socccd.edu

OR Person Responsible for Budget Certification

Name: _____ Title: _____

Phone: () Fax: () E-Mail Address: _____

1. TABLE OF CONTENTS

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Saddleback College Veterans Resource Center Grant, June 28, 2018

2. NEED***a. Description of the problem***

The drawdown in active duty military personnel reached its peak in the state in 2012 with over 24,000 individuals leaving the military, it has decreased in the past several years to an average of 9,000 discharging service members per year (IVMF Syracuse University Study). Yet, many California Community Colleges are seeing declining numbers of student veterans in the past few years. Yet, due in large part to a developed VETS Program, dedication of professional veteran services staff and faculty, and a positive reputation, Saddleback College has seen an increase in student veterans over that period. This success doesn't come without its challenges and a recognition of two major gaps in what is offered to the military affiliated student population and the challenges not experienced by the general community college population. Veterans may be experiencing difficulty in transitioning from civilian life due to readjustment issues as well as recovering from physical and mental injuries. If colleges are not prepared to support these returning veterans in a manner meaningful and appropriate to their needs, these veterans may not successfully transition to college life. (Military.com, St. Louis Dispatch)

Furthermore, as outlined by the RP Group's 2016 publication "Student Support (Re) Defined in CCCs", students reporting feeling valued, connected and engaged with the college community, tend to have higher rates of satisfaction with higher education and ultimately succeed at higher rates. The value of student engagement cannot be understated among the veteran student population. Due to the nature of military service, veterans are most comfortable in an interconnected and interdependent environment where camaraderie is central to the culture. During a veteran's transition from military life to the civilian and collegiate world, it is paramount for the veteran to have access to a physical environment in which he or she feels safe and accepted. This environment must also welcome the veteran with a level of understanding which is free from judgement but also recognizes the critical transition the veteran is engaging. This need for a place to engage, receive support and feel accepted underscores the critical necessity of providing a "one-stop" VETS Center at Saddleback College (SC). Currently, SC lacks a one-stop VETS Center, as staff and faculty and the services they provide are spread throughout the upper campus; the lounge for networking is limited in space to only 300sqft; and the student computer/study area is extremely cramped and can only accommodate two students at a time. The SC veteran's resource center is not a match to the services or large student veteran population supported on and off the campus.

While Saddleback College VETS Center staffing and direct services are excellent and lauded by peers and community, glaring voids in service persist which leave students with unmet basic needs that should be supported by a fully serviceable resource center. Saddleback College is seeking funding to support the build out of an ADA compliant "one-stop" VETS Center which allows for appropriate space and accessibility to provide veteran supportive services in one location on the SC campus. Additionally, the VETS Center is currently not meeting the needs of veteran and active duty distance learners at

Saddleback College Veterans Resource Center Grant, June 28, 2018

Saddleback College. Grant funding will be utilized to develop a special program of supportive services focused on the veteran or other military personnel who are registered in primarily online courses, but are unable to visit the VETS Center to receive supportive services.

Saddleback College has significant facility limitations due to the current VET Center location. The lounge area is less than 300 square feet and the space only allows two desktop computers for student use. According to SARS Trak reports, the VET Center receives over 5,000 student visits each term serving on average 50-70 students per day. During the 2017-18 academic year the center received over 12,000 visits; however, had more space been available, more student veterans would have received supportive services. Due to the lack of adequate and ADA compliant space for the military affiliated population to connect and engage; for VET Center professionals to provide vital services; and for the great number of community partners who support veterans, the Center's capacity to reach the entire population who need services the Center provides is very restricted. The Veterans Education and Transition Services (VETS) Program is actually spread out over four locations across the campus with one counselor utilizing a storage closet as a private office space. Additionally, due to lack of adequate space the VETS Center must decline multiple offers to host outside agencies and veteran services organizations who also provide excellent supportive services to the campus veteran population. One glaring example of how the lack of space has impacted the program was the Center's inability to provide a place to host a financial wellness workshop to be presented by a local credit union during fall semester and a resume building workshop by one of the Center's non-profit partners during the spring semester. The Center has also been forced to decline mental health support from the VA as the VETS Center counselors consume the majority of the office time during the work week.

Saddleback College serves a high ratio of infantry arms United States Marine Corps veterans who often have service animals and/or mobility challenges. With a cramped VETS Center, it's often difficult to fit these student veterans in the space without major challenges including moving furniture out of the Center. The ensuing embarrassment for the young man or woman is unacceptable for a veteran resource center. Even with empathetic and professional staff and faculty in the department, the physical limitations and resulting message it sends the community is off-putting and, during busy times in the department, may seem to turn away new student veterans seeking assistance.

The second goal of this proposal is to enhance support for distance education veterans and/or those who are seeking services prior to discharge yet living on bases outside of Orange County. Daily the Center receives calls from far off locations such as Japan, Kuwait, and Germany. VETS Center staff respond to these enquiries in as timely and efficient manner as they are capable. However, the VETS Center staff recognize their best efforts are not serving this special population in a manner that will support their success. With grant funding, the VETS Center will develop a plan to best support these

Saddleback College Veterans Resource Center Grant, June 28, 2018

students including better intake and marketing material, improved use of digital communication tools, and a better online footprint to link veterans with directed material and pathways to success. With a veteran in California five times more likely to use their GI Bill at a for-profit university according to the Syracuse University Institute for Veterans and Military Families Deloitte study, the VETS Center needs to ensure it is competitive within the marketplace and focused on a new emphasis in letting the community know who Saddleback College is and what the campus VETS Center does well. Saddleback College is committed to finding a means to capture and keep these distance learners and not lose them to for profit colleges which engage in predatory practices leaving students with debt and worthless degrees.

b. Evaluation of past efforts, resources, and/or supports invested in addressing the needs of student veterans and active duty military students.

The VETS center currently occupies less than 700 square feet of space and is equipped with two private offices, a very small lounge area which fits two couches, five chairs, and one desk for VETS center staff. In addition to the VETS center physical space, the college employs a full time VETS Program coordinator/counselor, a full time veteran counselor, three part-time counselors, a program outreach specialist, a part-time office assistant, and four part-time student VETS Program project specialists. Additionally, the college provides veteran dedicated Student Payment Office staff who work exclusively to support the financial aid needs of Saddleback's student veterans. These staff members include two full time positions: senior fiscal veteran specialist and fiscal veteran specialist. The Student Payment Office Manager is also an expert in veteran financial services and oversees the administration of veteran financial aid distribution. The total fiscal contribution to veteran support by the college exceeds \$800,000 annually in staffing.

The Saddleback College VETS Program has also been successful in creating strong connections with the greater Orange County veteran's community. Currently, the college has negotiated an MOU with the Veterans Administration to provide a VetSuccess on Campus counselor who works on campus three days per week. Other community based veteran support are provided on campus through the VETS Program, including but not limited to: veteran service officers, university representatives, and pro-bono legal aid for veterans provided by Veteran's Legal Institute.

Finally, the VETS Program has been active in seeking external funding to support its programs through state, federal and foundation grants. Current and past grants which have supported the veteran population at Saddleback College include: Department of Labor OC Bridge to Engineering, National Science Foundation's (NSF) INCLUDES STEM Core program, NSF STEM Scholars, Orange County Workforce Investment Board Veteran's Pipeline, California Community College Chancellor's Office (CCCCO) Mental Health grant and the CCCCCO Innovation Award which supports creating a system which allows veterans across the state to receive credit for prior learning.

c. Description of all needed activities and support services that will be provided with Veterans Resource Center Grant funds.

Saddleback College Veterans Resource Center Grant, June 28, 2018

Creating a one-stop shop for veteran services will allow the VETS Program to expand services and help many more student veterans. First, the expanded VETS Center will provide increased lounge space which will provide many more veterans a means to support each other by creating social networks and bonding through shared experiences from military life through the transition to civilian life. This area is planned to host weekly briefs and workshops by off campus partners such as universities, the VA, and non-profit organizations. Additionally, the expanded center will provide a larger study area and additional computer workstations which will help veterans have more access to academic support as well as social support. This area would allow expansion of tutoring services as well. Finally, the expanded space will provide additional offices for on-site counseling as well as community supportive services including mental health counseling, financial aid counseling, academic counseling, and veteran community focused workshops which can support veterans in many areas of their life beyond academics. In addition to center space growth and enhancement, the creation and implementation of a plan focused on how to best serve active military and veteran distance learners will fill a glaring gap in service for an important piece of the community. With all of these goals accomplished to provide the best possible space and service for Saddleback College veterans, the VETS Program anticipates an increase of 25-35% in offered services and at least 25% more veterans will receive support.

d. Description of the college & district, demographics, regional characteristics, & experience working with veterans/ active duty military students.

South Orange County Community College District (SOCCCD) is a multi-campus district comprised of Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. SOCCCD serves more than 60,000 students per year and employs approximately 3,000 faculty and staff. Saddleback College is one of the largest community colleges in Orange County and was established in 1968. Orange County is home to over 3.1 million people, of which 123,000 are veterans.¹ The racial and ethnic population in Orange County as a whole is 44.1% white, 33.7% Hispanic, 17.7% Asian, 1.5% Black, and 3.1% Other.² SC currently offers counseling on base at the Camp Pendleton Marine Corps Base School of Infantry Joint Education Center twice per week facilitated by an active MOU with the base and the Department of Defense. SC has had these relationships and a strong bond with the VA since the creation of the VETS Program in 2009 as one of the first in the state. The DoD has added SC to the national Collaborative on Veterans in Higher Education which met at Columbia University this January and boasts only 19 institutions of higher learning including Vassar, Duke, and Georgetown to name a few. SC's track record of serving veterans includes many awards and recognitions yet is summed up in two major achievements. First is the Dr. John Rice Diversity and Equity Award in 2016. Second, and most important, is the countless transfer and graduating student veterans over the years. Transfer rates for student veterans at SC far outperform other two year colleges even with a high headcount and serve veterans from MOS and unit affiliations that are infantry

¹ County of Orange, California Citizen's Report for the year ended June 30, 2016.

² Census 2010 Demographic Profiles prepared by the U.S. Census Bureau, 2011.

Saddleback College Veterans Resource Center Grant, June 28, 2018

arms and have higher rates of combat deployments, less college prior to discharging from the military, and higher rates of service connected disabilities.

Student Demographics: Annual Student Enrollment: 60,458 (2015-2016 data)³

Male	39.7%	Pacific Islander	<1%
Female	57.4%	White (non-Hispanic)	57%
Unknown	2.9%	Hispanic/Latino	21.6%
American Indian/Alaskan Native	<1%	Middle Eastern	<1%
Asian	9.7%	Mixed Ethnicity	4.4%
Black/African-American	1.7%		

e. Total number (unduplicated) student veterans that attended the community college: Summer 2016, Fall 2016, and Spring 2017 terms.

Saddleback College served **958** student veterans over the summer 2016, fall 2017 and spring 2017 terms, according to the Chancellor's Office MIS figures.

f. An estimate of the number of student veterans the VRC currently serves annually, and an estimate of the number that will be served if funded.

Saddleback College is proud of its' student veterans and the Veterans Education and Transition Services (VETS) Program which serves the military affiliated community of south Orange County. SC enrolls the largest population of student veterans of any college or university in the county and in the report produced by the California Community College State Chancellor's Office regarding the 2015/16 MIS unduplicated headcount, it was displayed that SC officially enrolled 958 student veterans. This number may be an underestimate according to SC Office of Research and Planning. For example, this past spring term alone over 345 students claimed veteran's status on their application without providing a DD 214 or military ID and therefore were not included in the annual MIS numbers of veterans. An educated estimate is that the college may enroll closer to 1,400 veterans per year. The VETS Center is working hard to correct the data gaps by reaching out to and collecting documentation from all students self-identifying a military status on the application. SC's program has served as the hub for all veteran services in south Orange County for those enrolled in college or those seeking veteran services support or exploring educational options. With that said, the VETS Program also serves the community at large yet data is not collected regarding headcount of those using VA, non-profit, or direct college support who never enroll as students. Saddleback College is projecting an increase in student veteran headcount by 25% over the following three years.

Saddleback College Veterans Resource Center Grant, June 28, 2018

3. RESPONSE TO NEED**a. *Describe strategies to be employed in response to those needs identified by the community college.***

Saddleback College assesses the needs of student veterans by performing annual Administrative Unit Reviews, through surveying students regarding the program and services broadly and in two separate surveys related to the VETS Center physical location, and through a working group established in spring 2016. The feedback received through surveys and the working group presented a common theme related to the lack of square footage and overall layout of the VETS Center being too limited. The employees of the VETS Program work in multiple locations on campus and the space does not currently allow for a one-stop Veteran Resource Center (VRC). The college has hired an architecture firm who has completed initial plans which are currently being reviewed at the Division of the State Architects (DSA). The plan as designed will re-allocate square footage from the current Student Services Center to the VETS Program which will increase the footprint of the VETS Center and allow the program to remain in the building which is the hub of student services. These plans were developed with student veteran and VETS Program staff input and will triple the size of the VETS Center and offer 5 confidential offices, a large lounge, and an adequate study and computer room area. The enlarged and enhanced space will allow the VETS Program to grow and offer more services to student veterans.

In addition to the VET Center expansion, Saddleback College also recognizes the need to enhance the support services it offers to military affiliated students based outside the local area including overseas. According to Sherry Crissman's study "*Comparing Active Duty and Transitional Military Veteran Students' Evaluation of Online Distance Higher Education Learning Environments*" there is a need to develop an instrument focused specifically on evaluating institutional and programmatic barriers. Saddleback College is not different than others in this gap of fully understanding the ways to address the needs of students via distance. With grant funding, the college will work with a distance education expert consultant like Council on Adult Education & Experiential Learning to develop a rigorous plan to provide excellent support to the distance education veteran community which will prepare them for success and begin the transition from boots to books as seamlessly as possible. Part of the overall strategy to support distance education veterans and active duty military will be to provide professional development for VETS Center counselors and staff to complete training in Cranium Café which is an online counseling portal specifically developed for distance learner counseling. Fortunately, Saddleback College has made the commitment to provide excellent staff to support the VETS Program, however, grant funding will help expand the center, design a plan for support and prepare the staff to serve more veterans with excellent service.

b. *Describe the community college's readiness to implement needed activities and support services identified in the need statement, Section G, part 2*

Saddleback College is one of the most prepared college's in the state to implement these activities and supports outlined in Section G, part 2. With architectural renderings drafted

Saddleback College Veterans Resource Center Grant, June 28, 2018

for a new more appropriate VRC and a large staffing capacity in the VETS Program and VA Benefits Office, the college is committed to this proposal and furthering positive impact on the veterans' community. Saddleback College is proud to have a specific Student Veterans Dashboard and many other data sources to track the impact these efforts will have on the college's military affiliated community. The current proposal to expand the VETS Center is a "shovel ready" project which has already been assessed, costed and currently being reviewed at the state. The only remaining hurdle to its completion is identifying a funding source external to the college's general fund and then completion of the build out. Additionally, the development and implementation of a veterans distance learning plan to support active duty military and veterans off site requires no additional college support to implement other than grant funding to hire expertise and pay for staff training. Once these projects are completed, no additional funding will be required by the college to implement.

c. *Describe how the grant will leverage new or existing resources and funds to implement the Veterans Resource Center Grant Program*

The SOCCCD dedicates substantial funding towards general funded and categorically funded counselors and staff in the VETS Program. The program also leverages multiple grants and awards to support this student population. With that said, the college lacks an adequate and unrestricted funding source that would cover the expenses incurred in a facility improvement project. If the college is successful in securing these one-time grant funds, then it is anticipated that the project will be completed and impacting the lives of student veterans in south Orange County within one year of receiving plan approval from DSA. This will not only provide the college the ability to serve and support more student veterans but it will also provide the VETS Program the ability to increase the number of community partners and VA services offered on site in the new VETS Center. The VETS Program will also leverage new and existing resources (such as state and federal grants, Strong Workforce funding, SEP and SSSP funding) to bring the VETS Program to the next level as well as continuing to train and support peer colleges and universities.

d. *Identify key strategies & implementation benchmarks for evaluating progress of campus efforts to implement the Veterans Resource Center Grant Program*

The first benchmark to be reached will be notification of award of grant funding, which will trigger remaining activities for the completion of all project milestones. The first stage of the proposed project is to build out the new VETS Center facility which has already been designed, costed out and is currently awaiting state review for design approval. The second benchmark will be completion of DSA review and approval of the proposed plans, which is anticipated to be completed by October 2018. Once plans have been approved for the build out, district services will complete the bidding of all trades and construction requirements (including furniture) with demo anticipated to begin over the winter break while the campus is not in session (December 2018- January 2019). Construction will begin upon completion of demolition and it is anticipated that all construction will be completed by March/April 2019. Final build out and all improvements including furniture installation will be completed by end of spring semester 2019. With regards to the second piece of project implementation, the college anticipates forming the Distance Education Veterans Services (DEVS) Plan Workgroup upon notification of grant award and will begin

Saddleback College Veterans Resource Center Grant, June 28, 2018

to identify distance education consultants and request bids for development of a DEVS plan in consultation with the DEVS Plan Workgroup. Identification of consultant is anticipated to be complete by early spring 2019 with contract execution kicking off more aggressive planning for DEVS. Additionally, counseling faculty will receive professional development for Cranium Café and complete training by close of spring 2019 semester. It is anticipated that by end of summer 2019 the DEVS plan will be substantially developed and ready for full implementation of all workgroup recommendations over fall 2019 and spring 2020. Ideally, the college's goal is to have students beginning to use the facility by mid to late spring semester yet have the most significant impact on the incoming class of student veterans in fall 2019. Achievement of both of these goals will take the college far in enhancing Saddleback College VETS Program bandwidth to support student veterans on campus and via distance and provide the program the ability to continue to increase student veteran participation rates and success metrics as a result of receiving grant funds.

4. WORKPLAN

See attached workplan under appendix A.

5. PROGRAM MANAGEMENT

The District Business Services Office is a District-wide function for South Orange County Community College District (SOCCCD) and has an exemplary reputation for its accounting practices and fiscal management. Having received many federal, state and private grants in its 50 years of existence, SOCCCD has established sound fiscal policies and procedures that comply with state and federal post-award grant management requirements.

SOCCCD has received and managed over \$25 million in grant and community partner support in the last several years and about \$8 million in the last year alone. Saddleback College and its grant activities regularly undergo internal review and federally required A-133 single audits with no notable findings or inappropriate conclusions. The college's Office of Grants and Contracts team made up of analysts and accountants has extensive knowledge and success managing numerous local and regional state funded projects, some of which include: The CCCCO Basic Skills Initiative; California Apprenticeship Initiative Pre-Apprenticeship Grant Program; California Career Pathway Trust; CTE/STEM Teacher Preparation Pipeline; Perkins Allocation; AB86/104 Adult Education Block Grant; and Nursing Enrollment Growth grant/allocation. All of these grants provide programs of support and focus on basic skills development, retention and success. Saddleback College has also received several grants directly related to its VETS program, including: a \$2 million Innovation Award from the California Department of Finance for the Veterans Credit Articulation Track (V-CAT) in 2017 aimed at articulating military coursework and occupations with college course credit and assisting veterans in degree completion; SEP Recycled Funds for Veterans; VRC Categorical Funds; and an Orange County Community Foundation Grant.

SOCCCD uses the cloud-based Workday enterprise software for district financial and human capital management. The financial management system allows the district to maintain discrete grant fund accounts and accurately identify, monitor and report on

Saddleback College Veterans Resource Center Grant, June 28, 2018

allowable grant expenditures. Documentation and justification for expenditures are stored and maintained in the financial management system for audit requirements. Internal controls are in place at Saddleback College to ensure proper reviews and approvals are made in advance of allowable, necessary and reasonable expenditures.

The Saddleback College Office of Planning, Research and Accreditation (OPRA) supports the research and planning needs of approximately 80 instructional programs and 20 support service units on campus. OPRA ensures that Saddleback College maintains accountability and compliance through federal and state reporting (IPEDS, Student Success Scorecard, etc.) and develops Scorecard trend reports, DataMart trend reports and Institutional Data trend reports to inform the campus community of persistence, student progress and completion, transfer patterns, and demographics as necessary.

Program Administration and Support Staff available for VRC Grant

Dr. Georgina Guy, Dean of Student Equity and Special Programs - Supervising Administrator

Georgina Guy oversees the Disabled Student Programs and Services, Extended Opportunities Program and Services, Veterans Education and Transition Services (VETS), Transfer Center, CARE, CalWORKS, Foster Youth, SPS Instruction and other grant funded programs.

Terence Nelson- VETS Program Coordinator/ Project Director

Terence Nelson is the VETS Program Coordinator. The Veterans Education and Transition Services (VETS) Program at Saddleback College opened its doors in August 2009. Before his current role, Terence held the position of Dean of Transfer, Career, and Special Programs at the college. Terence currently serves as the president of the Region VIII Veterans Program Directors Consortium covering 20 colleges from Mission Viejo to Glendora. He also has served on the Southern California Army Advisory Council and Orange County Legislative Task Force and currently serves on the CCCC CPL Workgroup, the NAVPA National Board, and the DoD Collaborative on Higher Education. As a California community college graduate, he has first-hand experience as to the opportunities the state's public higher education system offers and has been staff, faculty, or administration within the system for the past 19 years.

Teresa Camacho- Senior Administrative Assistant

Teresa Camacho provides administrative and clerical support to the Student Equity and Special Programs Division.

Saddleback College Veterans Resource Center Grant, June 28, 2018

Veterans Education & Transition Services (VETS) & Student Payment Office Staff

Position	Employee	Status	Responsibilities
Coordinator/ Counselor	Terence Nelson	Full-time	Oversees staff & program planning
Veteran/ Generalist Counselor	Kolin Williams	Full-time	Provides academic, career, transfer & personal counseling for veterans & generalist students. Teaches Boots to Books course
Part-time Counselors	Frances Hawkins, Paris Peck, Brooke Sauter	Part-time	Provides academic, career, transfer and personal counseling for veterans and generalist students
VETS Program Outreach Specialist	Vacant	Full-time	Case management, follow-up services, outreach & general duties for VETS Program
VETS Program Office Assistant	Phillip Sanchez	Part-time	Front office duties, schedules appointments, works with student veterans
Project Specialist/ Student workers	4 (rotating)	Part-time	Work with student veterans & community members within the VETS Program/Center & outreach activities
Student Payment and Veterans Offices Manager	Don Lindboe	Full-time	Oversees Student Payment and Veterans offices daily operations and staff
Senior Fiscal/ Veterans Specialist	Howard Dwight	Full-time	Assists student veterans with navigating VA education benefits and coordinates coursework certification
Fiscal/ Veterans Specialist	Ellen Poling	Full-time	Assists student veterans with navigating Veterans Administration education benefits & coordinates coursework certification
VA VetSuccess on Campus (VSOC)	Rotating	Part-time	Provides support & assistance needed to pursue educational and employment goals
Veteran Service Officers (VA and Orange County)	Rotating	Once per month	Assist Veterans in receiving benefits due to them and their family members or dependents.
Veterans Legal Institute Representatives	Rotating	Once per month	Pro bono legal assistance
University Representatives	Rotating	Once per week	Information assistance with college transfer

Saddleback College Veterans Resource Center Grant, June 28, 2018

6. APPLICATION BUDGET SUMMARY & DETAIL

Please see budget summary and budget detail under appendix B.

7. OVERALL FEASIBILITY OF THE PROJECT

N/A

8. SUSTAINABILITY PLAN

Saddleback College's primary goal for these funds are to enhance its physical VRC infrastructure in order to provide a one-stop shop for support services for current or former members of Armed Forces of the United States as well as improving distance learning capabilities especially for students abroad. The majority of the requested funds will be used for a one-time expenditure to repurpose existing space on campus into an appropriately sized and fully developed VRC and relocate the divided existing VETS Center services into a single, easily accessible location. Current services are provided in several different locations, whereas the new facility will triple the square footage currently dedicated to the VETS Center and will provide five confidential offices, a quiet study room, a computer lab with six work stations, and an ADA compliant student veteran lounge in one location. The plans for the new facility have been submitted to the Department of State Architects and are pending approval. Once approved, the new facility will provide Saddleback College with a "fully functional" veteran's resource center as defined by the state, will be a long-term space solution lasting many years beyond the life of the grant, and will have lasting implications for veteran students. VETS Center staff will be able to more efficiently and effectively serve veteran students simply by being unified in one central space. The current staff are supported primarily by the college's general funds and minimally by SEP/VRC categorical funds and therefore the infrastructure enhancement will not affect continued staffing sustainability. Once the infrastructure enhancement is completed, the college will also incur any facilities costs associated with maintaining the space as part of its normal operating costs. Not only will this capital improvement project have physical longevity, it will also be entrusted to the VETS Center, which has proven to be successful and sustainable in terms of staffing and student impact.

The remainder of the requested funds will be used to develop and implement a plan to enhance distance learning support services and outreach capabilities for the VETS Program. Professional development training for an online counseling portal currently being used by Saddleback College general counselors will be extended to existing VETS Program counselors. This online portal will provide a virtual space for armed service members currently stationed out-of-area or even abroad to more easily move through matriculation, admissions, benefits, counseling, and financial aid processes prior to becoming a student veteran, as well as current veterans that may need remote access to those same services. Overtime pay will allow current college staff members to devote time up front to update and enhance the VETS Center social media and website presence as well as update outreach materials for distribution. Since these enhancements will be implemented by existing staff and once in place, will be easily maintained in the future without the need for additional staff, therefore making these enhancement activities sustainable after these one-time funds have been exhausted.

Saddleback College Veterans Resource Center Grant, June 28, 2018

According to the VA GI Bill Comparison Tool, the last 3 year cohort measured shows Saddleback College VA benefit users had a 14% higher transfer rate than the national average. The Saddleback College VETS Program has also won many accolades, including the Dr. John Rice Diversity and Equity Award in 2016. Also, the college has developed incredible relationships with university partners. This was recently demonstrated in two ways. First, is letters of commitment and partnership with the CSU Chancellor's Office, CSU Fullerton, Cal Poly Pomona University, and CSU Long Beach for the 2017 Innovation Award. Secondly, through the college's effective emphasis on developing clear and strong pathways to transfer institutions including to top tier universities. This past winter, the dean of admissions at Columbia University stated that when he or his staff see Saddleback College on a veteran student's application, he "takes a second look for consideration as your student veterans always perform excellently and add to the learning environment at Columbia University. We love your students!" This is further evidence that with an appropriate and adequate facility available to student veterans, Saddleback's veterans counselors, VETS Center staff, and outside partners will be much better prepared to make an impact and provide sustained quality services to the college's student veteran community far into the future. This track record of student success with such limited physical VRC space and capacity to serve those stationed outside of the area give considerable evidence that Saddleback College will sustain efforts funded through these one-time resources and commit to preserving the positive impact that the \$200,000 will have for veterans seeking higher education in the community for years to come.

Saddleback College Veterans Resource Center Grant, June 28, 2018

APPENDIX A

Chancellor's Office California Community Colleges	District: South Orange County Community College District College(s): Saddleback College RFA Specification Number: 18-053
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APPLICATION ANNUAL WORKPLAN

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE FORM AS NEEDED.)

OBJECTIVE: #1 - Augmentation of existing VRC to include the following features: ADA Compliance, Study Area/Computer Room, and Full One-Stop for Student Veterans

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1. Offer RFA for VETS Center construction project through SOCCCD Board of Trustees	1. RFA opened up to the public for bids	1. October 2018	1. Maintenance and Operations Department; Terence Nelson, VETS Program Coordinator
2. Select Vendor for construction of new VETS Center	2. Construction vendor chosen	2. November 2018-December 2018	2. Maintenance and Operations Department; Terence Nelson, VETS Program Coordinator
3. Construct New VETS Center	3. ADA compliant VETS Center with a full one-stop for student veterans which includes adequate space for study area and computer room is built	3. February 2019-March 2019	3. Maintenance and Operations Department; Terence Nelson, VETS Program Coordinator
4. Advertise and Outreach to local military affiliated community and community partners	4. Increase in the number and percentage of military affiliated students and community members that utilize the VETS Center (Expected Outcome A)	4. March 2019-Ongoing	4. Terence Nelson, VETS Program Coordinator

Chancellor's Office California Community Colleges	District: South Orange County Community College District College(s): Saddleback College RFA Specification Number: 18-053
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APPLICATION ANNUAL WORKPLAN

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE FORM AS NEEDED.)

OBJECTIVE: #2 - Expansion of existing activities and services supported by the VRC including access to computers and veterans counseling in an adequately-sized new VETS Center as well as distance support services.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1. Construct New VETS Center	1. ADA compliant VETS Center with a full one-stop for student veterans which includes adequate space for study area and computer room is built.	1. February 2019- March 2019	1. Maintenance and Operations Department; Terence Nelson, VETS Program Coordinator
2. Existing services will be made available and provided to a larger number of student veterans due to more space available and the one-stop nature of the new VETS Center.	2. Achievement gaps will be reduced or eliminated for an increasing number and percentage of student veterans on campus as more student veterans are able to utilize the VETS Center (Expected Outcome E)	2. March 2019 - ongoing	2. Terence Nelson; VETS Program Coordinator; VETS Program Team
3. Offer professional development to veterans counselors to use the Cranium Café online counseling portal	3. Veterans counselors and staff will be trained in supporting student veterans and military affiliated students via distance education methods	3. January 2019-June 2019	4. Terence Nelson, VETS Program Coordinator
4. Convene a working group to develop plan to support student veterans and military affiliated students who are enrolling in courses from outside the local area or are distance education students	4. Distance Education Veterans Services Plan (DEVS Plan) will be created and implemented	4. January 2019- December 2019	5. Terence Nelson, VETS Program Coordinator; VETS Program Team

Chancellor's Office	District: South Orange County Community College District
California Community Colleges	College(s): Saddleback College
	RFA Specification Number: 18-053

APPLICATION ANNUAL WORKPLAN

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE FORM AS NEEDED.)

OBJECTIVE: #3 - Develop annual report including metrics that will be used to measure the effectiveness of the center's activities and services in improving or enhancing veteran students' educational outcomes.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1. Use MIS, SIS, InForm, Tableau, and SARS to track student behavior and success measurements	1. The number and percentage of student veterans that earn associate degrees, CTE certificates, community college certificates, and transfer to four-year universities will increase in line with the increase in VETS Center utilization (Expected Outcomes B, C, and D)	1. June 2019, December 2019, June 2020, December 2020, June 2021, December 2021	1. Terence Nelson, VETS Program Coordinator; District and College Research Departments
2. Develop annual report which includes but is not limited to the six stated expected outcomes in VRC One Time Funding Grant Request	2. Annual report will be drafted	2. October 2019, October 2020, December 2021	2. Terence Nelson, VETS Program Coordinator; District and College Research Departments

Chancellor's Office	District: South Orange County Community College District
California Community Colleges	College(s): Saddleback College
	RFA Specification Number: 18-053

APPLICATION ANNUAL WORKPLAN

(BASED ON RFA SPECIFICATION, ONLY ONE OBJECTIVE PER PAGE. DUPLICATE FORM AS NEEDED.)

OBJECTIVE: #4 - Ensure a long-term sustainability plan is implemented to ensure the VRC and all services supported by the grant are sustainable beyond the life of the grant.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1. Following the building of new VETS Center and development of Distance Education Veterans Services Plan (DEVSP), continue funding and support of all VETS Program activities through existing general funds	1. Increase the number and percentage of student veterans that use VETS Program services and increase the counseling and support services offered to veterans (Expected Outcome A)	1. Annually starting in August 2019	1. Terence Nelson, VETS Program Coordinator
2. Continue to utilize other funding sources to support VETS Program expanded activities	2. Continue to reduce and eliminate achievement gaps for an increasing number and percentage of student veterans on campus (Expected Outcome E)	2. Annually starting in August 2019	2. Terence Nelson, VETS Program Coordinator

Saddleback College Veterans Resource Center Grant, June 28, 2018

APPENDIX B

Chancellor's Office
California Community Colleges

District: South Orange County CCD
College(s): Saddleback College
RFA Specification Number: 18-053

APPLICATION BUDGET SUMMARY

Object of Expenditure	Classification	Line	Total Grant Funds Requested	Total Additional Funding
1000	Instructional Salaries*	1	\$3,000	
2000	Non-Instructional Salaries	2	\$4,000	
3000	Employee Benefits	3	\$936	
4000	Supplies and materials	4	\$5,000	
5000	Other Operating Expenses and Services	5	\$5,000	
6000	Capital Outlay	6	\$174,372	
7000	Other Outgo	7		
Total Direct Costs			\$192,308	
Total Indirect (4% of Line 8)			\$7,692	
Total Program Costs			200,000	Not applicable

Email Address: tnelson14@saddleback.edu Telephone: 949-582-4473

I authorize this total costs proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with state and federal regulations.

Project Director Name/Title: Terence Nelson, VETS Program Coordinator
District Chief Business Officer: _____

Authorized Signature
Authorized Signature

Date: 6/29/18
Date: 6/29/18

*Note: Grant funding cannot be used for classroom instruction. These costs must be paid through apportionment.

Chancellor's Office
California Community Colleges

District: South Orange County CCD

College(s): Saddleback College

RFA Specification Number: 18-053

APPLICATION BUDGET DETAIL SHEET

Program Year: 18/19 to 21/22

Source of Funds: Proposition 98 General Fund

Object of Expenditure	Classification	Budgeted Expenses
1400	Instructional Adjunct Stipend rate (\$41 X 73 hours). Cranium Café training/certification	\$3,000
2383	Classified Over-time (\$67.5 X 59 hours). New Media & Marketing Specialist	\$4,000
3000	Adjunct faculty fringe benefits: STRS, unemployment, Medicare, Unemployment, Workers Comp	\$542
3000	Classified Over-time fringe benefits: Social Security, Medicare, Unemployment, Workers Comp.	\$394
4000	Printing supplies/ copies	\$2,000
4000	Signage, poster, banners for outreach and increase wayfinding for new VETS Center.	\$3,000
5000	Consultant: Council on Adult Education & Experiential Learning (distance learning plan development and implementation)	\$5,000
6000	VETS Center remodel:	
	<ul style="list-style-type: none"> Demolition of current use of space for VETS Center 	\$26,250
	<ul style="list-style-type: none"> Purchase/installation of new doors and hardware 	\$10,875
	<ul style="list-style-type: none"> New suspended ceiling 	\$29,750
	<ul style="list-style-type: none"> New flooring 	\$29,750
	<ul style="list-style-type: none"> Furniture: 6-8 workspace/cubicles desks chairs; lounge area including couch, chairs, table; study area including desks and table, chairs; flex space with conference table, chairs 	\$77,747
	Total Direct Cost	\$192,308
	Total Indirect Cost (4 %)	\$7,692
	Total Funding Cost	\$200,000

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Service Desk Hardware/Software, Inventory Management, and Patch Management System, Ivanti, Inc.

ACTION: Approval

BACKGROUND

The district has been using the Dell KACE Service Desk product for more than 10 years and staff determined that the district had outgrown the solution. As a result, a formal RFP 353D Service Desk Software and Services process was initiated to identify a suitable replacement.

The selection process included a taskforce appointed by the shared governance District-wide Technology Committee. Strata Information Group was contracted as a technical resource to help lead the process and develop, shortlist and identify the most suitable service desk software that best supported the district's needs. Seven (7) firms responded to this RFP and Ivanti, Inc. was chosen after a long and thorough product evaluation process.

STATUS

The service desk taskforce has determined that the service desk and inventory management system from Ivanti, Inc. is the best service desk solution for the district. The cost breakdown of the contract with Ivanti, Inc. (EXHIBITS A-I) includes the following components:

Cost Component	Cost type	Not to Exceed Amount
Initial Purchase Price	Upon purchase and approval of contract	\$315,324.24
Annual Subscription Renewal & Maintenance	Total Cost (years 2 through 5)	\$354,780.64 (\$88,695.16 per year)
Travel & Expenses at flat fixed rate \$500 per day	As incurred	\$44,000 (estimated)
Allowance for True Up Licenses	As needed	\$15,000
Total Contract Value		\$729,104.88

Basic Aid funds are available for the Service Desk Software Project including initial purchase, implementation and four (4) years of annual maintenance and subscription support. Renewal of annual maintenance and subscription support for year five (5) and subsequent years is contingent on availability of funds.

Item Submitted By: *Dr. Robert Bramucci Vice Chancellor, Technology & Learning Services*
Ann-Marie Gabel, Vice Chancellor, Business Services

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the contract with Ivanti, Inc. for the purchase of software licenses, hosting services, and implementation service for a cost not to exceed \$729,104.88 for a contract period of September 28, 2018 through September 27, 2023.

MASTER LICENSE AGREEMENT

This Master License Agreement ("Agreement") is entered into by and between Ivanti and South Orange County Community College District ("Licensee"). This Agreement is made effective as of the ____ day of September, 2018 ("Effective Date"). This Agreement describes the terms and conditions upon which Ivanti is willing to license its products and provide Maintenance and Professional Services to Licensee.

License. Subject to Licensee's compliance with all terms and conditions of this Agreement, Ivanti hereby grants Licensee a non-exclusive, non-transferable, restricted, license to use the Licensed Software in accordance with the type of license purchased by Licensee, as further described in Exhibit A.

Fees. If purchasing through a Ivanti authorized reseller, Licensee will pay the reseller in accordance with the payment terms negotiated by Licensee and reseller. If purchasing directly through Ivanti, Licensee will pay in accordance with Section 12 of Exhibit A.

Definitions. The definitions for certain terms used in this Agreement are specified in Exhibit B.

Exhibits. The following Exhibits are attached hereto and incorporated herein as part of this Agreement:

Exhibit A: General Terms

Exhibit B: Definitions

Execution. Ivanti and Licensee each represent that the individuals signing below are duly authorized to execute this Agreement on behalf of the party for which they are signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of the Agreement, but all of which together shall constitute one and the same instrument, and facsimile signatures shall be as effective and binding as original signatures.

Notices. Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery. Either party may change the notice address or Licensee at any time by providing written notice to the other party. All notices required or permitted to be given hereunder shall be in writing, reference this Agreement (with Effective Date and Licensee), and be delivered by hand, prepaid courier, or registered or certified mail, postage prepaid, and addressed as follows:

If to Licensee:

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
ATTN: Priya Jerome, Executive Director, Procurement

If to Ivanti:

Ivanti, Inc.
Attention: Legal Department
698 West 10000 South, Suite 500
South Jordan, UT 84095 USA

Final Agreement. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and Agreements between the parties, whether written or oral, relating to the subject matter of this Agreement. Any purchase order (or other document) submitted by Licensee with terms that are in addition to, different from, or inconsistent with this Agreement are not binding on Ivanti and without effect. No vendor, distributor, dealer, retailer, reseller, or other person, partnership, or entity is authorized by Ivanti to modify this Agreement or make any warranty, representation, or promise different than, or in addition to, the warranties, representations or promises expressly set forth in this Agreement. This Agreement may be modified or amended only in writing, duly executed by both parties.

Agreed to and accepted by:

Ivanti

By: _____

Name: _____

Title: _____

SOCCCD ("Licensee")

By: _____

Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

EXHIBIT A: LICENSE, SUBSCRIPTION, PROFESSIONAL SERVICES AND OTHER GENERAL TERMS

1. **LICENSES.** The licenses that are available from Ivanti include, without limitation, the following:

1.1. **Trial Use License:** A "Trial Use License" is a nonexclusive, non-transferable, restricted, forty-five (45) day limited license that allows Licensee to evaluate the Licensed Software before purchasing a Perpetual License for the Licensed Software. At the end of the forty-five (45) day evaluation period, Licensee agrees to promptly discontinue use and delete the Licensed Software from Licensee's systems. It is the sole responsibility of Licensee to back-up its system and perform all other measures to prevent any loss of files or data. Use of the Licensed Software under a Trial Use License is entirely at Licensee's own risk.

1.2. **Perpetual License:** A "Perpetual License" is a non-exclusive, non-transferable, perpetual, and limited license to copy, install and use the Perpetual Software within Licensee's organization on the total number of Devices for which Licensee has paid the required license fee.

1.3. **Subscription License:** A "Subscription License" is a non-exclusive, non-transferable, time-limited license to copy, install and use Subscription Software within Licensee's organization on the total number of Devices for which Licensee has paid the required subscription license fee. Subscription Licenses shall automatically renew for four (4) additional one (1) year terms after the initial term and each year thereafter upon mutual agreement to renew, all subject to Ivanti's then current price list. If the Subscription License is provided as software as a service (SaaS), the terms and conditions found at www.ivanti.com/saas/termsandconditions/ shall also apply in addition to the terms and conditions contained within this Agreement.

1.4. **User-Based License:** A "User-Based License" is a non-exclusive, non-transferable, and limited license to copy, install and use the Licensed Software within Licensee's organization to support the total number of Users for which Licensee has paid the required license fee. A User-Based License may include Perpetual Software, Subscription Software, or a combination of both.

2. **LICENSE GRANT.** Subject to Licensee's compliance with all terms and conditions of this Agreement, Ivanti hereby grants Licensee a non-exclusive, non-transferable, restricted, license to use the Licensed Software and Implementation Practices in accordance with the type of license paid for by Licensee. Licensee may make a copy of the Licensed Software only as needed for archival and backup purposes. Licensee agrees not to override or bypass the activation process or any security feature, authorization, activation, reactivation, or License usage verification process of the Licensed Software or to assist others in doing the same.

2.1. **Affiliate Use.** Licensee's rights to use the Licensed Software will extend to Licensee's Affiliates provided that Licensee shall remain responsible and liable for all such extended use. If an entity ceases to be an Affiliate, then all such use rights for that entity shall immediately terminate and Licensee shall ensure that such entity either (a) enters into a license transfer agreement with Ivanti, or (b) immediately erases or destroys all copies of the Ivanti Products within that entity's possession or control.

2.2. **Consultant and Contractor Use.** Licensee may permit third party consultants and contractors (such as third-party supplier(s) of information services) to use the Licensed Software on Licensee's behalf provided that (a) all such use is in accordance with the terms and conditions of this Agreement, and (b) Licensee assumes full responsibility and liability for any use of the Licensed Software by such third parties in any violation of this Agreement, including without limitation use in excess of the licenses purchased. If any such third-party ceases to be a service provider to Licensee, then all such use rights for that third party shall immediately terminate and Licensee shall ensure that such third-party immediately erases or destroys all copies of the Ivanti Products within that third-party's possession or control. If requested by Ivanti, Licensee will provide a signed certificate representing that such destruction has occurred.

2.3. **License Count Verification and Audit.** Licensee agrees that Ivanti may periodically verify that Licensee's usage of the Licensed Software does not exceed the quantity of licenses purchased.

2.3.1. **Electronic Verification.** Electronic verification is performed via transmission of certain License Count Data from Licensee to Ivanti. Licensed Software will periodically (and automatically) generate License

Count Data and Licensee agrees to send, within thirty (30) days, such information to Ivanti either by email (as instructed by Ivanti) or automatically via the Internet. Licensee agrees not to override or bypass this verification process.

2.3.2. **User-Based License Verification.** With respect to User-Based Licenses, Licensee agrees to provide Ivanti with documentation evidencing the total number of Licensee's Users or allow Ivanti to access to Licensee's environment to determine the total number of Licensee's Users within sixty (60) days of Ivanti's request. Licensee agrees to cooperate with Ivanti's reasonable requests to provide an accurate count of Licensee's Users at Ivanti's request annually.

2.3.3. **Audit.** Upon at least fifteen (15) days prior notice, Ivanti may conduct (or have conducted) an audit of Licensee's compliance with this Agreement. Such audits will not occur more than once in any twelve (12) month period and the right to conduct such audits shall continue for two (2) years following termination of this Agreement. Any costs to Ivanti for such audits will be paid by Ivanti unless the audit results demonstrate (a) Licensee has breached any intellectual property right of Ivanti which has not been corrected (or cannot be corrected) via the true up process; or (b) Licensee has failed to pay any fees totaling five percent (5%) or more of all payments from Licensee in the 12 months immediately prior to the audit. Licensee agrees that an audit involving more than one Licensee location (including Affiliate, consultant, and contractor use) shall constitute a single audit. Failure to conduct an audit in any period shall not constitute a waiver to conduct future audits.

2.3.4. **True-Up Process.** If Licensee is using more than the number of licenses Licensee has purchased, Licensee shall pay Ivanti for such additional licenses no later than thirty (30) days following written notice/quote from Ivanti, with such fees being the license fees as per this MLA.

3. **USE RESTRICTIONS.** Ivanti reserves all rights not expressly granted to Licensee herein. Without limiting the generality of the foregoing, Licensee shall not and shall not allow others to: (a) copy, modify, adapt, rent, lease, sell, distribute, export, re-export, assign, sublicense, translate, transfer, or reprogram the Licensed Software or any portion thereof except as provided in this Agreement; (b) use the Licensed Software in a service bureau, facility management, service provider, timeshare, or other similar type of environment; (c) reverse engineer, decompile, translate, merge, or disassemble the Licensed Software; (d) create derivative works based upon the Licensed Software; (e) use the Licensed Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, or to perform any activity which breaches the rights of any third party; (f) take any actions that would cause the Licensed Software to become subject to any open source or quasi-open source license Agreement not otherwise applicable; or (g) except as provided in Section 21, transfer any Licensed Software or Licensee's license rights under this Agreement, in whole or in part without Ivanti's prior written consent, which consent shall not be unreasonably withheld or denied.

3.1. THE LICENSED SOFTWARE IS NOT INTENDED OR LICENSED FOR AND Ivanti SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE LICENSED SOFTWARE IN ANY ENVIRONMENT IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. LICENSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD Ivanti HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF LICENSEE'S UNAUTHORIZED USE OF THE LICENSED SOFTWARE.

4. **OWNERSHIP OF LICENSED SOFTWARE.** The Licensed Software is the proprietary property of Ivanti or its licensors. No title or ownership of any Licensed Software is transferred to Licensee. The Licensed Software is licensed to Licensee, not sold. All rights, title and interest in and to the Licensed Software (including any Update or Upgrade thereto), including all worldwide intellectual property rights, shall remain with Ivanti, its licensors, vendors and/or suppliers, as the case may be. Except as otherwise expressly provided, Ivanti grants no express or

implied right under any Ivanti patent, copyright, trademark, or other intellectual property right.

5. **COPYRIGHTS, TRADEMARKS, AND PATENTS.** The Licensed Software is copyrighted and protected by the laws of the United States and other countries, and by international treaty provisions combined with patents and trademarks. In no circumstance may Licensee remove or alter the copyright notice, trademark notice, or other proprietary notices from the Licensed Software. Licensee agrees to faithfully reproduce and include all copyrights, trademarks, and other proprietary notices on any authorized copy of any Licensed Software. "Ivanti" is a trademark of Ivanti, Inc. or its affiliates in the United States and/or other countries. Portions of the Licensed Software are also protected by one or more patents.

6. **MAINTENANCE AND SUPPORT SERVICES.** Licensee may purchase Maintenance of the Licensed Software on the following terms:

6.1. **Maintenance:** During the term for which Licensee has paid the applicable Maintenance or subscription fees for the Licensed Software, Licensee is entitled to Support Services, Updates and Upgrades as and when they are made generally available to Ivanti's end users.

6.2. **No Obligation.** Ivanti shall be under no obligation to furnish Maintenance for the Licensed Software to the extent that such Maintenance is necessary or desired as a result of: (i) the operation of the Licensed Software in environmental conditions or configurations outside those prescribed in the Documentation; (ii) Licensee's failure to upgrade and update the Licensed Software to the currently supported versions of the Licensed Software or to maintain the Licensed Software in accordance with the standards of Maintenance prescribed in the Documentation or as specified in Maintenance received by Licensee from Ivanti; (iii) actions of any third party other than Ivanti or a third party authorized by Ivanti; and (iv) causes unrelated to the Licensed Software as delivered to Licensee by Ivanti, including without limitation, modifications to the Licensed Software made by Licensee or on Licensee's behalf.

6.3. **Termination of Maintenance.** Without limiting any other remedies available under this Agreement, at law, or in equity, Ivanti shall have the right to terminate Licensee's right to receive Maintenance with prior notice to Licensee for Licensee's breach hereunder if such breach remains uncured for a period of thirty (30) days after receipt of notice thereof from Ivanti.

7. **PROFESSIONAL SERVICES.** If Licensee desires to purchase any of Ivanti's Professional Services, Licensee shall enter into a separate statement of work, incorporated herein by reference, specifying the particular Professional Services to be performed and the duration (usually expressed in number of days). All such Professional Services may be performed by Ivanti, its contractors, or its consultants.

7.1. **Compensation.** Ivanti will perform the Professional Services on a time and materials basis.

7.2. **Rescheduling Policy.** Ivanti and Licensee shall work in good faith to schedule and keep the project(s) on track with set timelines. However, should Licensee require the postponement or rescheduling of a project fewer than 10 business days due to unforeseen and/or catastrophic reasons internal to Licensee's operation, Ivanti shall make all efforts to reassign Professional services/project team identified to the project to other client engagements. In such case where Ivanti successfully reassigns the project team, Licensee shall not be liable for any fees or penalty for rescheduling. However, should Ivanti be unsuccessful in reassigning the project team fewer than ten (10) business days but more than five (5) business days prior to the start date of a project, Licensee shall pay Ivanti fees equal to the fees quoted for one (1) day of Services under the project or \$750, whichever is less. If Licensee postpones or reschedules a project fewer than five (5) business days prior to the start date of a project, Licensee shall pay Ivanti fees equal to: (i) \$150 per day for the number of days services are postponed and/or until the project team is reassigned. Ivanti and Licensee will work in good faith to reschedule and identify earliest dates to restart the project.

7.3. **Implementation Practices.** Licensee agrees that Ivanti owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Support Services and Professional Services to Licensee, so long as the

Implementation Practices do not include the use of or reference to the Licensee's Confidential Information.

8. **THIRD-PARTY SOFTWARE.** The Licensed Software may be bundled with non-integrated hardware or other software programs licensed or sold by a licensor other than Ivanti. Ivanti DOES NOT WARRANT SUCH THIRD-PARTY PRODUCTS. Any and all such third-party products (e.g., drivers, utilities, operating system components, etc.) which may be distributed with the Licensed Software are provided "AS IS" without any additional warranty of any kind from Ivanti, whether express or implied, and Licensee's use and installation thereof, and any related warranty service, is subject to the third-party licenses supplied with such products or the applicable manufacturer's warranty. Use of Microsoft's DCOM software, distributed with the Licensed Software, is conditioned upon Licensee having a valid licensed copy of the applicable Microsoft operating system software on the computer on which the DCOM software is installed. Ivanti expressly disclaims liability of any kind with respect to Licensee's installation or use of third-party products. Nothing in this Agreement shall restrict, limit or otherwise affect any rights or obligations Licensee may have, or conditions to which Licensee may be subject, under any applicable open source licenses to any open source code contained in any Licensed Software. Ivanti may cease to provide access to third-party databases and content, such as patch content, used with some Licensed Software, in its sole discretion, at any time, and makes no warranty that third-party software which Licensee seeks to access using the Licensed Software shall be available for downloading to Licensee's system.

9. **WARRANTY.**

9.1. **Limited Warranty for Software.** Ivanti warrants that for a period of three-hundred sixty (360) days from Licensee's initial purchase of a license (i.e. the invoice date) to use the Licensed Software, the Licensed Software will function substantially in conformance with the Documentation accompanying such Licensed Software when used in accordance with the accompanying Documentation. Licensee's sole remedy for a breach of this warranty shall be that Ivanti, in its reasonable discretion, will either: (i) resolve the nonconformity, (ii) replace the Licensed Software with software of substantially the same functionality, or (iii) refund the license fees paid by licensee for the applicable Licensed Software and any associated Maintenance and Professional Services.

9.2. **Limited Warranty for Support Services and Professional Services.** Ivanti warrants that the Support Services and Professional Services, if any, will be performed in a workmanlike manner, consistent with industry standards reasonably applicable to the performance of like services. If Licensee believes there has been a breach of this limited warranty for Support Services or Professional Services and provides notice to Ivanti giving reasonable detail of the alleged breach within sixty (60) days after performance and completion of each project milestone of the allegedly breaching Support Services or Professional Services, Ivanti will promptly investigate and, if Ivanti determines there has been a breach of this warranty, Ivanti's sole obligation, and Licensee's exclusive remedy, will be for Ivanti to correct or re-perform such Support Services or Professional Services as necessary to cause them to comply with this limited warranty. With regards to Support Services, if Ivanti is unable to correct a breach of this limited warranty after repeated efforts, Ivanti may elect to provide Licensee an equitable refund of fees paid for such Support Services (up to the total amount of fees received for Support Services in the twelve (12) months prior to the alleged breach) to reflect any reduction in the value of the Support Services as a result of the uncorrected breach. With regards to Professional Services, if Ivanti is unable to correct a breach of this limited warranty after repeated efforts, Ivanti may elect to provide Licensee an equitable refund of fees paid (or the fees to be paid) for such Professional Services (up to the total amount of fees received for such Professional Services) to reflect any reduction in the value of the Professional Services as a result of the uncorrected breach.

9.3. **NO OTHER WARRANTIES.** EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE LICENSED SOFTWARE, MAINTENANCE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT,

MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS AGREEMENT IS EXCLUDED AND SUPERSEDED. NEITHER IVANTI NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT THE LICENSED SOFTWARE IS WITHOUT DEFECT OR ERROR OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE MAY HAVE OTHER WARRANTY RIGHTS PROVIDED BY LOCAL LAW.

9.4. **Warranty Void.** The above warranties shall be rendered null and void by (a) Licensee's failure to use any new or corrected versions of the Ivanti Products, made available by Ivanti; or (b) Licensee's failure to follow any directions, processes, or procedures (including requirements for submitting Incidents to Ivanti), perform any procedures requested by Ivanti (if such procedure would have avoided the problem resulting in the breach), or provide reasonable assistance to enable Ivanti to perform the Support Services or Professional Services (including detailed problem descriptions and access to the Licensee's systems and specific implementation); or (c) Licensee's implementation of unapproved specifications.

10. **LIMITATION OF LIABILITY AND DIRECT DAMAGES.** IN NO EVENT SHALL IVANTI OR ITS LICENSORS, VENDORS, AFFILIATES, SUBSIDIARIES, PARENTS, EMPLOYEES AND/OR SUPPLIERS BE LIABLE UNDER THIS AGREEMENT OR IN CONNECTION WITH THE LICENSED SOFTWARE, MAINTENANCE, OR PROFESSIONAL SERVICES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF COMPUTER PROGRAMS, OR INFRINGEMENT OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM), EVEN IF IVANTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IVANTI'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND THE AGGREGATE LIABILITY OF IVANTI ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF THE LICENSED SOFTWARE, MAINTENANCE, AND PROFESSIONAL SERVICES SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES RECEIVED BY IVANTI FROM LICENSEE UNDER THIS AGREEMENT FOR THE LICENSED SOFTWARE OUT OF WHICH SUCH LIABILITY AROSE. IF LICENSEE'S JURISDICTION DOES NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS OF WARRANTIES, SOME OF THESE PROVISIONS MAY NOT APPLY.

11. **INDEMNIFICATION.**

11.1. **IP Indemnification by Ivanti.** So long as this Agreement remains in effect, Ivanti will, at its own expense, defend or settle any Infringement Claim and indemnify Licensee for any damages finally awarded against Licensee, but only if: (a) Licensee promptly notifies Ivanti of any Infringement Claim; (b) Ivanti retains sole control of the defense, negotiations, settlement, or compromise of any Infringement Claim; and (c) Licensee provides Ivanti with all necessary authority, information, and reasonable assistance (at Ivanti's expense). Ivanti will not be responsible for any costs, expenses or compromise incurred or made by Licensee without Ivanti's prior written consent. If use of a Ivanti Product is permanently enjoined as the result of an Infringement Claim, Ivanti will, in its sole discretion and expense, procure for Licensee the right to continue using such Ivanti Product, replace such Ivanti Product with non-infringing product, modify such Ivanti Product so that it is no longer infringing, or, if each of the foregoing is commercially unreasonable or unduly burdensome, Ivanti may elect to refund to Licensee the fees, less depreciation, received by Ivanti for such enjoined Ivanti Product. Depreciation shall be determined using a straight line basis over forty-eight (48) months, commencing on the Effective Date for Ivanti Licensed Software and on the date of first delivery to Licensee of any Licensed Software, Support Services or Professional Services.

11.2. **Services Injury.** With respect to Professional Services provided by Ivanti hereunder, Ivanti will indemnify Licensee for any direct damages Licensee suffers from Ivanti's gross negligence or willful misconduct.

11.3. **Exclusions.** Ivanti shall not have any indemnification obligations, other responsibility or liability for any costs, expenses, or damages, settlement, or otherwise resulting from: (a) Licensee's modification (whether authorized or not) of Ivanti Products; (b) any Infringement Claim arising from Licensee's combined use of Ivanti Products (or any part thereof) with any Licensee or other third party product; or (c) Licensee's direct or contributory infringement of any business method patent.

11.4. **Entire Obligation and Exclusive Remedy.** The foregoing states the entire obligation and exclusive remedy of each of the Parties hereto with respect to any Ivanti indemnification obligation.

11.5. **Indemnification by Licensee.** Licensee agrees to defend, indemnify, and hold Ivanti harmless from and against any and all actions, claims, damages, expenses (including attorneys' fees and out-of-pocket expenses) and liabilities arising out of (i) Licensee's unauthorized use of Ivanti Products; (ii) for any material breach of this Agreement by Licensee (or Licensee's Affiliates, contractors, consultants); (iii) any personal injury or damage to personal property suffered by Ivanti or any Ivanti personnel (including contractors and consultants) resulting from Licensee's gross negligence or willful misconduct; (iv) Ivanti's compliance with Licensee's designs, specifications or instructions; and (v) Licensee's modification (whether authorized or not) of Ivanti Products.

12. **PAYMENT AND TAXES.**

12.1. **Payment.** In the event that Licensee is purchasing directly from Ivanti and payment is required from Licensee directly to Ivanti (as opposed to purchase through or payment to an authorized Ivanti reseller or distributor), Licensee shall pay Ivanti all amounts due in U.S. Dollars, Euros, or British Pound Sterling no later than thirty (30) days following Licensee's receipt of an invoice from Ivanti.

12.2. Licensee shall only be obligated to pay, including but not limited to, all annual subscription, annual maintenance, annual support/servicing at the beginning of each annual renewal term upon receiving invoicing from Ivanti for the renewal term. The initial purchase price shall only include purchase of the software/license including the 2018-2019 annual subscription, maintenance and support and services.

12.3. **Late Payment.** If Licensee fails to make a payment to Ivanti when due, Ivanti may charge Licensee interest at the lesser of a rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. Licensee shall reimburse Ivanti for all reasonable costs, including legal fees and related costs, Ivanti incurs in collecting any late payments and interest from Licensee. Ivanti shall be entitled to terminate all licenses, and services provided hereunder upon thirty (30) days prior written notice to Licensee if Licensee fails to pay any required fees when due.

12.4. **Nonrefundable Payments.** Except as expressly provided otherwise in this Agreement, all payments by Licensee (whether to Ivanti or the Ivanti authorized reseller) are nonrefundable and not available for credit for the purchase of other Ivanti Products.

12.5. **Taxes.** In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of this Agreement, the license of the Licensed Software to Licensee, or because of any payment by Licensee, then Licensee shall pay all such taxes, fees, assessments and charges in addition to all other payments. If Ivanti is required to make any such payments, Licensee agrees to reimburse Ivanti for such payments promptly upon notice from Ivanti.

13. **TERM AND TERMINATION.**

13.1. **Term.** This Agreement shall commence on the Effective Date and remain in effect until terminated as provided herein.

13.2. **Termination.**

13.2.1. **Termination at Will.** Either party may terminate this Agreement at the end of any annual period (as measured from the Effective Date) on sixty (60) days prior written notice to the other party.

13.2.2. **Termination by Ivanti.** Ivanti may terminate this Agreement on thirty (30) days prior notice if Licensee: (a) fails to pay all applicable fees;

or (b) fails to comply with any material provision of this Agreement. Additionally, Ivanti may terminate this Agreement upon notice if Licensee files or has filed against it a petition in bankruptcy, has a receiver appointed to handle its assets or affairs, makes or attempts to make an assignment for benefit of creditors, or ceases to conduct business in the normal course and Licensee does not continue to pay for the Ivanti Products. Ivanti's right to terminate is in addition to any other rights that Ivanti may have.

13.2.3. Termination by Licensee. Licensee may terminate this Agreement for cause on thirty (30) days prior notice if Ivanti fails to correct any failure to comply with any material provision of this Agreement. Licensee's right to terminate is in addition to any other rights that Licensee may have under this Agreement.

13.2.4. Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, Licensee shall not have right to receive or use any Subscription Software, Maintenance, or Professional Services. Subject to the license and use restrictions specified herein, upon termination for any reason except Licensee's breach of an obligation regarding confidentiality or an infringement of Ivanti's intellectual property rights, Licensee shall be entitled to retain and use any Licensed Software for which it purchased a Perpetual or non-subscription User-Based License. If termination is due to Licensee's breach of an obligation of confidentiality or an infringement of Ivanti's intellectual property, Licensee (and all Affiliates, contractors, and consultants) shall immediately cease all use of the Ivanti Products and shall erase or destroy all copies of the Ivanti Products and Documentation within its possession or control. If requested by Ivanti, Licensee will provide a signed certificate representing that such destruction has occurred. The foregoing shall not limit or affect any remedy available to Ivanti for Licensee's breach. Upon termination of this agreement, Ivanti shall provide licensee all reasonable tools and access including up to 120 days, to extract and/or delete all such data stored in any "Ivanti products" purchased under this agreement.

14. CONFIDENTIALITY.

14.1. Protection of Confidential Information. So long as this Agreement remains in effect and for three (3) years following termination or expiration, each party agrees that it shall take reasonable measures (which shall be at least those measures it uses to protect its own most highly confidential information but, in no event, less than commercially reasonable measures) to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party

14.2. Permitted Disclosures. Neither party may make any disclosures of Confidential Information without the express prior written consent of the other party, excepting disclosure: (a) to legal and financial advisors in their capacity of advising a party and to the extent required by law, legal process or financial transactions; (b) to Reseller as reasonably needed to facilitate the purposes of this Agreement; or (c) to a party's own employees as reasonably needed to facilitate the purposes of this Agreement provided such employees are bound by non-use and non-disclosure obligations substantially similar to protections hereof.

14.3. Ownership and No Warranty. All Confidential Information shall remain the property of the disclosing party and shall be promptly returned to the disclosing party upon written request. All Confidential Information is provided "AS IS" and without any warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of such Confidential Information.

15. EXPORT COMPLIANCE. Licensee acknowledges that the Licensed Software, and any product or technical information provided by Ivanti, are subject to applicable import and export regulations of the United States and/or other countries. Licensee agrees to comply with all applicable import and export regulations as they may be amended from time to time. Regardless of any disclosure made by Licensee to Ivanti of an ultimate destination of the Licensed Software or any product or technical information, Licensee agrees that it will not export, re-export or disclose (directly or indirectly) any of the Licensed Software, any product or technical information provided by Ivanti, or any portion thereof, to any country, entity or person in violation of U.S. export laws or regulations or any other law, regulation, or government order. Note that Licensed

Software containing encryption may be subject to additional restrictions with which Licensee also agrees to comply.

16. GOVERNING LAW. If Licensee has its primary office in North America, Central America, South America, or any other area not expressly identified below in this section, this Agreement is governed by the laws of the State of Utah, United States of America. If Licensee has its primary office in a member state of the European Union or the European Free Trade Association, the Middle East or Africa, this Agreement is governed by the laws of England. If Licensee has its primary office in Japan, this Agreement is governed by the laws of Japan. If Licensee has its primary office in the People's Republic of China, this Agreement is governed by the laws of the People's Republic of China. Such governing laws are effective without regard to the principles of conflict or choice of law and are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party will be entitled to recover its fees and costs, including reasonable attorney's fees.

17. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software is provided with "RESTRICTED RIGHTS" and is deemed "commercial computer software" and "commercial computer software documentation" within the meaning of applicable civilian and military Federal acquisition regulations and any supplement thereto. Use, modification, duplication, or disclosure by the United States Government is subject to restrictions as set forth in DFARS 252.227-7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (DEC 2007) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (NOV 1995) (DOD technical data - commercial items clause); FAR 52.227-14, including Alternates I, II, and III (DEC 2007) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), and any successor provisions. Use of the Ivanti Products by the U.S. Government constitutes acknowledgment of Ivanti's proprietary rights therein. The "Contractor" or "Manufacturer" is Ivanti Software, Inc. (or its subsidiaries or affiliates), with an office at 698 West 10000 South, Suite 500, South Jordan, UT 84095, USA.

18. SEVERABILITY. If any provision in this Agreement shall be found or be held to be invalid, unenforceable, or in conflict with applicable law in any jurisdiction in which this Agreement is being performed, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity, unenforceability, or conflict, and all other provisions of this Agreement shall remain unaffected.

19. FORCE MAJEURE. Ivanti shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond Ivanti's reasonable control ("Force Majeure"). In the event of Force Majeure, Ivanti's performance will be extended for a period equal to the duration of the delay caused thereby.

20. WAIVER. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by such party of any representation, warranty, covenant or agreement contained herein. The agreement by any party hereto of a breach of any provision of this Agreement or failure to perform by the other party shall not operate or be construed as a further or continuing waiver of such breach or failure to perform or as a waiver of any other or subsequent breach or failure to perform. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law.

21. ASSIGNMENT; SUB-LICENSE. Except for a transfer of all or substantially all of Licensee's business and assets, whether by merger, sale of assets, sale of stock, or otherwise, Licensee may not assign,

sublicense, or transfer all or any rights, duties or obligations hereunder without the prior written approval of Ivanti (which approval shall not be unreasonably withheld). Ivanti may assign or transfer all or any part of its rights, duties or obligations upon written notice to Licensee.

22. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement sets forth the entire understanding and Agreement between Licensee and Ivanti relating to the subject matter herein. This Agreement may be amended only in a writing signed by authorized representatives of both parties. No vendor, distributor, dealer, retailer, reseller, salesperson, employee or any other person is authorized to modify this Agreement or to make any representations different from, or in addition to, the terms of this Agreement and Licensee hereby confirms that it has not entered into this Agreement in reliance on any statement or representation not expressly set forth herein. Any terms and conditions of any purchase order or other document that is submitted by Licensee in connection with the Ivanti Licensed Software that are different from or in addition to the terms and conditions of this Agreement are not binding on Ivanti and are ineffective.

23. **SURVIVAL.** Upon termination or expiration of this Agreement for any reason, all use restrictions, confidentiality obligations, as well as the following sections of this Agreement shall remain in effect: Exhibit A.; Section 10, Limitation of Liability; Section 13, Term and Termination and Sections 17 through 23.

24. **STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENT (SSAE) NO.16 OR EQUIVALENT.** Ivanti shall provide upon request annually and for three (3) year following termination SSAE NO.16 compliance report to Licensee. Ivanti certifies that ISM SaaS products have been developed by meeting and exceeding all SSAE No. 16 and or equivalent compliance requirements through the entirety of the term of this MSA.

EXHIBIT B: DEFINITIONS

"Affiliate" means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control (through the continued direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities or rights of the entity provided) with Licensee. If the Licensee's direct or indirect ownership of such entity declines to fifty percent (50%) or less, such entity shall cease to be an Affiliate under this Agreement.

"Analyst" means a User licensed to use Ivanti's Service Desk software who progresses a ticket or request submitted by another User toward resolution. "Analyst" does not include a User with approval authority (approval action does not require the User to be an Analyst). Each User for whom Licensee purchases a license is authorized to act as an Analyst.

"Confidential Information" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, product plans, products, services, Licensees, software, Software Products, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving Party to be confidential. Confidential Information shall include this Agreement, any and all non-public information relating to any Ivanti Product or other Ivanti proprietary software and any associated training, Documentation and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a party by one or more third parties. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession); or (f) is required by law to be disclosed by the receiving party, provided that the receiving party shall promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief.

"Device" means each electronic device using the Licensed Software including without limitation (a) a physical device such as a computer, handheld device, workstation, console, Seat, server, or any other electronic device; (b) a virtual machine, such as an operating environment that may be running concurrently with another operating environment on a single physical device; or (c) an electronic or virtual mailbox (e.g., a mailbox for email).

"Documentation" means the user documentation Ivanti provides with the Licensed Software, Updates and Upgrades.

"Implementation Practices" means the processes, procedures, best practices, computer software code, general knowledge, skills, experience, ideas, know-how, and implementation techniques that Ivanti, its agents, and/or consultants use in the provision of Support Services or Professional Services.

"Infringement Claim" means a claim by a non-affiliated third party against Licensee asserting that Licensee's use of a Ivanti Product in accordance

with this Agreement violates that third party's United States patent, trademark, or copyright.

"Ivanti" means:

- Ivanti U.K. Limited, an English company, if Licensee is purchasing any Licensed Software other than Wavelink or Naurtech branded Licensed Software and has its primary office located outside of North America, Central America, South America (excluding Brazil), (collectively, the "Americas"), Japan or the People's Republic of China.
- Ivanti International Limited, an Irish company, if Licensee is purchasing Wavelink or Naurtech branded Licensed Software and has its primary office located outside of the Americas, Japan or the People's Republic of China.
- Ivanti, Inc., a Delaware corporation, if Licensee has its primary office located in the Americas.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, if Licensee has its primary office located in Brazil.
- Ivanti Software K.K., a Japanese company, if Licensee has its primary office located in Japan.
- Ivanti (Beijing) Information Technology Co., Ltd., a Chinese company, if Licensee has its primary office located in the People's Republic of China.

"Ivanti Products" means the Licensed Software, Maintenance and Professional Services purchased under this Agreement.

"Licensed Software" means the Ivanti software product, in object code form, and any Documentation accompanying the Ivanti software product purchased under this Agreement.

"Licensee" means the person or entity licensing the Licensed Software from Ivanti pursuant to this Agreement.

"Maintenance" means Ivanti's provision of Support Services, Updates and Upgrades to the applicable Licensed Software.

"License Count Data" means information periodically generated by the Licensed Software about (a) the quantity and type of current usage of the Licensed Software on a server, and (b) the non-personal, encrypted hardware configuration of that server.

"Perpetual Software" means software for which an end user purchases a license only once and may use in perpetuity in compliance with the applicable license agreement.

"Professional Services" means any of Ivanti's Implementation Practices, and deployment, consulting, training, and education services available for purchase.

"Seat" means the number of Analysts who have access to use the identified Licensed Software. When logged in, a Seat counts towards the number of Users allowed to concurrently use the Licensed Software.

"Subscription Software" means software for which an end user purchases a license on a time-limited basis.

"Support Services" means the services regarding installation, configuration and usage detailed at <http://www.ivanti.com/en-US/support/ivanti-support> and available to Licensee for purchase.

"Update" means content used to update the License Software and includes bug fixes, minor enhancements and patches, but does not include Upgrades.

"Upgrade" means a new version of Licensed Software that replaces a pre-existing version of such Licensed Software.

"User" means an individual employed by or who otherwise provides services (whether as an independent contractor or otherwise) to Licensee who is supported with or uses the Licensed Software.



Service Organization Controls (SOC) 2 Bridge Letter

Dear Valued Ivanti Customer:

Thank you for your request for information regarding one or more of the SOC attestation reports listed below and any material changes in Ivanti's internal control environment subsequent to the reporting coverage period.

Service/ Report Name	Prior Coverage Period	Next Coverage Period	Next Scheduled Report Issuance
Ivanti Service Manager System - Service Organization Controls (SOC) 2 Report	1/1/2017 – 10/31/2017	11/1/2017 – 10/31/2018	11/30/2018

As of January 1, 2017, Ivanti uses ArmaninoLLP (Armanino) to provide independent Service Organization Control (SOC) attestation reports for the Ivanti services listed above.

Ivanti recognizes the importance of maintaining an appropriate internal control environment and reporting on the effectiveness of, as well as material changes to, its internal controls. Ivanti is not aware of any material changes in our control environment through July 1st, 2018 that would adversely affect the Auditor's Opinion reached in the most recent issuance for any of the reports named above. Material changes are those changes that would require disclosure to Armanino, as Ivanti's Service Auditor, in the process of their performance of the work required to produce these reports.

You should also be aware that Ivanti, as a normal part of its operations, continually updates its services and technology. In addition, the controls for all Ivanti product/service offerings were designed with certain responsibilities that may be required of the system users (See "Complementary User Entity Controls" in the SOC reports). Ivanti's controls must always be evaluated in conjunction with an assessment of the strength of the identified user control considerations documented in each individual report.

Finally, in order to conclude upon the design and effectiveness of internal controls for any Ivanti service, you must request and read the current report for that service. This letter is not a substitute for the report, nor a certification of Ivanti internal controls, and is not intended to suggest that Ivanti has performed a separate evaluation of its internal controls for the purposes of producing this letter.

Toby Foss
Director of Security Operations
719-532-7440
Toby.Foss@ivanti.com



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Quote Number: Q-335855

Created Date: September 8, 2018

Expiration Date: September 29, 2018

Payment Terms: Prepaid/CK/Wire/EFT

Currency: USD

Prepared By: Jim Shearer

Phone:

Email: jim.shearer@ivanti.com

Estimated Support Points: 366344.00

Customer: South Orange County Community District

Address: H.S. Building, Room HS-357 28000 Marguerite Parkway

Mission Viejo, CA, 92692

UNITED STATES

#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
1	7,500	LDMS-L-05	Ivanti Endpoint Manager	10.0	New				\$ 40.00	\$ 4.48	\$ 33,600.00
2	7,500	LDMS-PMA-M-05	Ivanti Endpoint Manager PMA, powered by Landesk (formerly Management Suite)		New	28-Sep-2018	27-Sep-2019		\$ 8.80	\$ 2.25	\$ 16,875.00
3	7,500	LDMS-PMA-M-05	Ivanti Endpoint Manager PMA, powered by Landesk (formerly Management Suite)		New	28-Sep-2019	27-Sep-2020		\$ 8.80	\$ 2.25	\$ 16,875.00
4	7,500	LDMS-PMA-M-05	Ivanti Endpoint Manager PMA, powered by Landesk (formerly Management Suite)		New	28-Sep-2020	27-Sep-2021		\$ 8.80	\$ 2.25	\$ 16,875.00
5	7,500	LDMS-PMA-M-05	Ivanti Endpoint Manager PMA, powered by Landesk (formerly Management Suite)		New	28-Sep-2021	27-Sep-2022		\$ 8.80	\$ 2.25	\$ 16,875.00
			Ivanti Endpoint Manager PMA, powered by Landesk (formerly Management Suite)								



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#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
6	7,500	LDMSPMA-M-05	Management Suite)		New	28-Sep-2022	27-Sep-2023		\$ 8.80	\$ 2.25	\$ 16,875.00
7	7,500	LDPMMAO-L	Ivanti Patch Manager License (Add-on to Ivanti MS), powered by Landesk	10.0	New				\$ 0.01	\$ 0.01	\$ 75.00
8	7,500	LDPM-S-05	Ivanti Patch Manager - Subscription, powered by Landesk	10.0	New	28-Sep-2018	27-Sep-2019		\$ 4.00	\$ 2.98	\$ 22,350.00
9	7,500	LDPM-S-05	Ivanti Patch Manager - Subscription, powered by Landesk	10.0	New	28-Sep-2019	27-Sep-2020		\$ 4.00	\$ 2.98	\$ 22,350.00
10	7,500	LDPM-S-05	Ivanti Patch Manager - Subscription, powered by Landesk	10.0	New	28-Sep-2020	27-Sep-2021		\$ 4.00	\$ 2.98	\$ 22,350.00
11	7,500	LDPM-S-05	Ivanti Patch Manager - Subscription, powered by Landesk	10.0	New	28-Sep-2021	27-Sep-2022		\$ 4.00	\$ 2.98	\$ 22,350.00
12	7,500	LDPM-S-05	Ivanti Patch Manager - Subscription, powered by Landesk	10.0	New	28-Sep-2022	27-Sep-2023		\$ 4.00	\$ 2.98	\$ 22,350.00
13	1	LDVCSA-L	Ivanti Virtual Cloud Svcs Appliance Lic		New				\$ 3,200.00	\$ 500.08	\$ 500.08
14	1	LDVCSA-M	Ivanti Virtual Cloud Svcs Appliance Mnt		New	28-Sep-2018	27-Sep-2019		\$ 704.00	\$ 99.98	\$ 99.98
15	1	LDVCSA-M	Ivanti Virtual Cloud Svcs Appliance Mnt		New	28-Sep-2019	27-Sep-2020		\$ 704.00	\$ 99.98	\$ 99.98
16	1	LDVCSA-M	Ivanti Virtual Cloud Svcs Appliance Mnt		New	28-Sep-2020	27-Sep-2021		\$ 704.00	\$ 99.98	\$ 99.98
17	1	LDVCSA-M	Ivanti Virtual Cloud Svcs Appliance Mnt		New	28-Sep-2021	27-Sep-2022		\$ 704.00	\$ 99.98	\$ 99.98



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#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
18	1	LDVCSA-M	Ivanti Virtual Cloud Svcs Appliance Mnt		New	28-Sep-2022	27-Sep-2023		\$ 704.00	\$ 99.98	\$ 99.98
19	2	XTRANALYST-L-03	Ivanti Xtraction Analyst Lic	1.00	New				\$ 5,000.00	\$ 875.00	\$ 1,750.00
20	2	XTRANALYST-M-03	Ivanti Xtraction Analyst Mnt		New	28-Sep-2018	27-Sep-2019		\$ 1,100.00	\$ 192.50	\$ 385.00
21	2	XTRANALYST-M-03	Ivanti Xtraction Analyst Mnt		New	28-Sep-2019	27-Sep-2020		\$ 1,100.00	\$ 192.50	\$ 385.00
22	2	XTRANALYST-M-03	Ivanti Xtraction Analyst Mnt		New	28-Sep-2020	27-Sep-2021		\$ 1,100.00	\$ 192.50	\$ 385.00
23	2	XTRANALYST-M-03	Ivanti Xtraction Analyst Mnt		New	28-Sep-2021	27-Sep-2022		\$ 1,100.00	\$ 192.50	\$ 385.00
24	2	XTRANALYST-M-03	Ivanti Xtraction Analyst Mnt		New	28-Sep-2022	27-Sep-2023		\$ 1,100.00	\$ 192.50	\$ 385.00
25	1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2018	27-Sep-2019		\$ 15,000.00	\$ 7,875.00	\$ 7,875.00
26	1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2019	27-Sep-2020		\$ 15,000.00	\$ 7,875.00	\$ 7,875.00
27	1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2020	27-Sep-2021		\$ 15,000.00	\$ 7,875.00	\$ 7,875.00
28	1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2021	27-Sep-2022		\$ 15,000.00	\$ 7,875.00	\$ 7,875.00
29	1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2022	27-Sep-2023		\$ 15,000.00	\$ 7,875.00	\$ 7,875.00



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#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
30	1	SM-VPN-C	Ivanti Service Manager - SaaS VPN Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2018	27-Sep-2019		\$ 5,000.00	\$ 2,625.00	\$ 2,625.00
31	1	SM-VPN-C	Ivanti Service Manager - SaaS VPN Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2019	27-Sep-2020		\$ 5,000.00	\$ 2,625.00	\$ 2,625.00
32	1	SM-VPN-C	Ivanti Service Manager - SaaS VPN Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2020	27-Sep-2021		\$ 5,000.00	\$ 2,625.00	\$ 2,625.00
33	1	SM-VPN-C	Ivanti Service Manager - SaaS VPN Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2021	27-Sep-2022		\$ 5,000.00	\$ 2,625.00	\$ 2,625.00
34	1	SM-VPN-C	Ivanti Service Manager - SaaS VPN Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2022	27-Sep-2023		\$ 5,000.00	\$ 2,625.00	\$ 2,625.00
35	59	SM-SD-CONC-C-02	Ivanti Service Manager - Service Desk SaaS Concurrent Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2018	27-Sep-2019		\$ 1,296.00	\$ 480.02	\$ 28,321.18
36	59	SM-SD-CONC-C-02	Ivanti Service Manager - Service Desk SaaS Concurrent Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2019	27-Sep-2020		\$ 1,296.00	\$ 480.02	\$ 28,321.18
37	59	SM-SD-CONC-C-02	Ivanti Service Manager - Service Desk SaaS Concurrent Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2020	27-Sep-2021		\$ 1,296.00	\$ 480.02	\$ 28,321.18



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#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
38	59	SM-SD-CONC-C-02	Ivanti Service Manager - Service Desk SaaS Concurrent Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2021	27-Sep-2022		\$ 1,296.00	\$ 480.02	\$ 28,321.18
39	59	SM-SD-CONC-C-02	Ivanti Service Manager - Service Desk SaaS Concurrent Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2022	27-Sep-2023		\$ 1,296.00	\$ 480.02	\$ 28,321.18
40	22	SM-SD-FXD-C-01	Ivanti Service Manager - Service Desk SaaS Fixed (Named) Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2018	27-Sep-2019		\$ 880.00	\$ 462.00	\$ 10,164.00
41	22	SM-SD-FXD-C-01	Ivanti Service Manager - Service Desk SaaS Fixed (Named) Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2019	27-Sep-2020		\$ 880.00	\$ 462.00	\$ 10,164.00
42	22	SM-SD-FXD-C-01	Ivanti Service Manager - Service Desk SaaS Fixed (Named) Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2020	27-Sep-2021		\$ 880.00	\$ 462.00	\$ 10,164.00
43	22	SM-SD-FXD-C-01	Ivanti Service Manager - Service Desk SaaS Fixed (Named) Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2021	27-Sep-2022		\$ 880.00	\$ 462.00	\$ 10,164.00
44	22	SM-SD-FXD-C-01	Ivanti Service Manager - Service Desk SaaS Fixed (Named) Analyst Cloud Subscription, Powered by HEAT	1.00	New	28-Sep-2022	27-Sep-2023		\$ 880.00	\$ 462.00	\$ 10,164.00



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#	Quantity	Product Output Name	Product Description	Version	Deal Type	Start Date	End Date	Serial Number	MSRP	Final Unit Price	Total Price
45	25	SVCS-EPM	ProServices EPM - Daily Rate		New				\$ 2,425.00	\$ 1,920.00	\$ 48,000.00
46	36	SVCS-ITSM	ProServices ITSM - Daily Rate		New				\$ 2,425.00	\$ 1,920.00	\$ 69,120.00
47	23	SVCS-ITSM	ProServices ITSM - Daily Rate		New				\$ 2,425.00	\$ 1,920.00	\$ 44,160.00
48	3	SVCS-PMENT	Project Management Enterprise		New				\$ 1,600.00	\$ 1,280.00	\$ 3,840.00
49	1	TRNG-PVT-ONSITE-5D	5-Day Private Onsite Training		New				\$ 19,995.00	\$ 15,996.00	\$ 15,996.00
50	3	TRNG-IGA-1	GLOBAL ACADEMY SUBSCRIPTION - SINGLE USER		New	28-Sep-2018	27-Sep-2019		\$ 3,995.00	\$ 3,196.00	\$ 9,588.00

Total: \$ 670,104.88

Notes and Conditions

“Ivanti quote represents a 5 Year contract that will be billed annually at the anniversary date” Customer has the option to renew its license and/or subscription after the completion of the 5 year term. Ivanti will not increase the price of the maintenance renewal or subscription more than three percent after the five (5) year term. All Travel and Expenses (T&E) shall be reimbursed at a flat fixed rate of not to exceed \$500 per day to cover for all professional services engagements delivered on Licensee site. T&E will be billed only as incurred. The quantity of Professional Services Days and Expenses are subject to change, as a scoping call will need to occur with the Professional Services Department to determine actual days of Services. Ivanti Professional Services will be performed onsite and require a SOW signed by both parties.

All quotes and prices are subject to the terms of the license agreement with Ivanti. Tax is estimated and may be subject to change at final invoice. Customer has the option to renew its license subscription and/or maintenance annually. Ivanti will not increase the price of the maintenance renewal or subscription renewal more than three percent (3%) per annum or as otherwise agreed. Ivanti reserves the right to change the maintenance renewal price or subscription renewal price including the right to add reinstatement fees for maintenance renewal items which are not renewed before expiration of the maintenance term. The applicable terms and conditions for a Statement of Work (SOW) to be performed in 10 days or less are found at: <http://rs.Ivanti.com/downloads/sows/Online-SOW-Ivanti-generic-time-and-materials-en.pdf>.



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South Orange County Community District

Statement of Work for Professional Services

SOCCCD_SOW_ISM_020618

Version Release: 1.00

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: No Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-06	Area Services Manager Doug Johnson	1.00	Document Creation

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District ("**Customer**") has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work ("**SOW**"). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to "**Consultant**" shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Ivanti Service Manager Foundation Install	2.00
Planning & Design Workshop	2.00
Incident Management	4.00
Knowledge Management	1.00
Self-Service	1.00
User Acceptance Testing	1.00
Go-Live Support	1.00
Enterprise Project Management	Duration
Ivanti Professional Services Total	12.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Service Manager Premise Installation Consultant will install Service Manager application and its components in up to (2) two environments, Dev and Production.</p> <p>Premise Install to Dev and Production Environment Active Directory Integration SSRS Reporting Configuration EPM Integration Email Integration per module</p> <ul style="list-style-type: none"> SMTP Configuration Email Listeners
<p>Planning and Design Workshop Project Scoping, Workshop and Design: HEAT Software, working with Customer personnel, will conduct a Workshop to further define Customer requirements.</p> <p>Planning & Design Meeting The Planning and Design Meeting includes all the tasks required to meet with the project's key stakeholders and determine the final design of the system prior to beginning the software implementation.</p> <p>High level work breakdown structure:</p> <ul style="list-style-type: none"> Discussion of Objective and Strategy Long Term Goals and Objectives Data Model (Users, Groups, Customers, Filters, Partitioning, CI's etc.)

- Implementation Model
- Workshop Preparation

Design Document: Create overall design document defining the configuration from the design workshop. The document will be used to guide the remainder of the implementation.

Design Review: Discuss and document the conceptual design based on specific needs and objectives, and conduct design review meeting to discuss and identify any gaps.

Incident Management

An *Incident* is an unplanned interruption or reduction in quality of an IT service, or a break in the standard operation of a *Service*. The system records the details of an *Incident* and its complete history from registration to resolution in an *Incident* record.

The goal of Incident Management is to restore normal service as quickly as possible when IT service has been disrupted, and to make sure that business operations are functioning normally. The definition of normal service is agreed in Service Level Agreements (SLAs) with the customers of your organization. Incident Management reduces or eliminates the effects of potential disruptions in IT services, so that users can get back to work as soon as possible. To achieve this end, Incidents are recorded, classified, assigned to specialists, and progress monitored until they are resolved and closed. SLAs and escalations (in the absence of SLAs) ensure that Incidents are responded to and resolved on time with satisfactory resolution rates.

Design Workshop

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Discussion Items:

- Incident Management processes
- Priority Model
- Incident Status Values and Transitions
- Triaging and Functional Escalations
- SLA's (response and resolution)
- Tasks/Assignments
- Activity History
- Notifications
- Searches
- Templates
- Dashboard
- Roles and Security
 - Service Desk Analyst Role, Service Desk Manager
- Relationships with other modules
 - Problem, Self Service, Knowledge
- Reference Data

Configure and Review Incident Management:

- Create an Incident
- Status Lifecycle
- Customer relationship configuration to an Incident
- Priority configuration
- Two-level categorization – Services and respective Categories
- Create and assign Tasks to resolve the Incident
- Create Journals
- Add Attachments to Incident
- Resolve Tasks by updating status
- Automated email template process for new Incident logged
- Automated email template process for resolution or closure of an Incident
- Automated email template process on creation of Assignment
- Close Incident Process
- Create Dashboard with View/drill for Incident Process
- Configure SLA including Response and Resolution times by Service
- Review and configure settings for Audit History
- Review and Enable out of the box Surveys if applicable

Knowledge Management

The primary role of Knowledge Management process is to improve the quality of decision making by ensuring that accurate, reliable and trustworthy information is available throughout the Service lifecycle. Knowledge Base is a collection of articles describing solutions and answers to Service Desk questions. ITIL defines Knowledge Management as the one central process responsible for providing knowledge to all other Ivanti processes. In Ivanti, knowledge works with Incident Management and Problem Management and is a powerful feature in the Self Service Portal. Knowledge enables users of the support service to serve themselves by searching, browsing, or asking for a solution to their problem or questions.

Design Workshop:

Attendees: Service Desk Manager, Service Desk Analysts, Knowledge Manager

Discussion Items:

- Knowledge Management Process
- Knowledge Article Types
- Approval Process
- Knowledge Collections
- Roles and Security

Configure and Review Knowledge Management:

- Creating Knowledge Articles
- Approval process
- Types of Articles
- Publishing and categorizing an article
- Searching Knowledge Management

Self-Service

The Self Service portal can be used by requesters (end-users) and Service Owners. The Self Service dashboard provides a simpler interface and enables users to create, track, resolve, and close incidents and requests for service. Self Service users can also access FAQs, Announcements, and Knowledge Center articles. The Self-Service dashboard is designed to be intuitive and easy to use.

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Design Workshop:

Discussion Items

- Self Service URL
- Creating Incidents
 - Adding Attachments
 - Adding Activity History / Notes
- Self Service Dashboard
- Knowledge Base Search

Configure and Review Self Service:

- Configure Self-Service portal for end users to log and view an Incident
- Configure Self-Service for ability to check status of an Incident
- Configure Self-Service layout, links, dashboard

User Acceptance Testing

The last phase of the software testing process. UAT will focus on testing Ivanti Service Manager in real-world scenarios. During this phase the Customer will run through a series of tests, scripts and pilot and note any minor improvements/modifications necessary or possible misconfiguration. Issues will be logged and then adjusted by the consultant.

The following activities are included in this section:

- System Testing
- Discuss/document modifications needed and escalate as required
- Functional testing – Scripts and direction provided
- UAT

System Testing: Test all out-of-the-box features and functions for documented behavior. Perform empirical investigation of each feature and service to validate the state and behavior of the product against the Ivanti specification, detect any software failures, and ensure the satisfaction of Customer requirements. Take appropriate steps to resolve any issues, inconsistencies, or problems.

Consultant will make configure changes from UAT testing.

Ivanti Project Management will guide the customer through Functional testing and User acceptance testing.

Testing and User Acceptance

- Functional Testing
- Compile testing scripts
- Functional Review
- User Acceptance Testing
- User Acceptance Testing Review
- User Acceptance

Go-Live Support

"Go live" takes place at the end phase or completion of the project. The presence of a vendor consultant/deployment engineer on site will provide the customer project team and users of the solution with extra support and a source of expertise. The following activities are included in this section:

Ivanti Project Management will guide the customer through Pre Go Live and then take the customer to Go-Live and Lessons learned.

Pre Go-Live tasks

- Create Go-Live Release plan
- Handover documentation to Ivanti Support Team
- Handover meeting between Implementation consultant and Support Engineer

Phase - Go-live

- System Clear Down
- Go-Live
- Go-Live Lessons Learned Review

Synchronization: Run data synchronization.

Clear test data

Go Live: Publish Go-Live

Enterprise Project Management

Project Kick-off Meeting: Conduct project kickoff meeting with Ivanti and Customer staff to establish guidelines for managing and monitoring progress, establish a project management plan to include: communication and information distribution, risk monitoring and mitigation plan, change control, and quality control. Communicate key milestones to be met on the project. A strategic phased project plan including discovery, planning, pilot and execution will be established when necessary.

Direct and Manage Project Execution: Work directly with Ivanti resources to adhere to the project management plan so as to meet project objectives. Note: This is an iterative process involving ongoing review of the project management plan, change requests, and other factors to ensure that the work is being performed as directed. Additionally, this would involve working with the project team to gather, analyze, update, and store project information.

Manage Project Team: Manage project team through constant communication and observation. Manage work attitude, productivity, conflicts, interpersonal issues, and accomplishments.

Distribute Project Information: Manage the flow of information as set forth in the project management plan.

Ensure that the proper information is being distributed to the right people at the right time. Update relevant project documentation as necessary.

Monitor and Control Project Activities: Regularly monitor project performance, compare to project plan and recommend necessary actions. Analyze, track and monitor risks to ensure that they are being recognized and reported, and that response plans are being executed. Maintain accurate project information and integrity. Provide information to support status reporting, progress and forecasting. Monitor and execute approved changes as they occur. Maintain project scope. Manage project schedule. Clearly communicate daily/weekly task associated with key milestones.

Manage Risk: Monitor project work for new and changing risks. Manage the execution of alternate strategies, contingency plans, or corrective action to keep the project on track.

Conduct Weekly Project Status Meetings: Conduct weekly project status meetings with Ivanti and Customer to review progress made throughout the week, project schedule, status of new and outstanding issues, and reviewing project risks and adjust project plan as necessary. Document and distribution meeting minutes to specified stakeholders.

Project Closure: Conduct project closure meeting to review project results, and documentation.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
OS1	Any work outside of normal business hours, Monday to Friday excluding public holidays, is considered out of scope of the project and will be subject to additional fees at two times the standard MSRP consultancy day rate, charged in minimum half day increments.
OS2	Consultancy relating to any products not specified in the "In Scope" section of this document

Assumptions

The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Assumptions
A1	If onsite engagement, the Consultant will be provided with a desk and chair within an office environment preferably with internet access.
A2	If onsite engagement, Customer will provide advance notification of any site-specific requirements such as security clearance, identification and safety training.
A3	Customer representatives are available to answer requirements and design questions supply logon credentials, IP addresses, and server names to the Ivanti Certified Consultant as reasonably requested.
A4	Customer representatives are available in order that the Ivanti Consultant can transfer knowledge regarding the configuration and usage of the software.

Ref	Assumptions
A5	Network connectivity and all relevant cabling will be in place, so as not to impede the progress of work.
A6	The agreed physical and logical infrastructure will be provided and access will be provided to the Ivanti consultant as necessary in order to enable the completion of required tasks
A7	Ivanti will supply licenses under a separate commercial agreement outside of the scope of this Statement of Work. Any additional non-Ivanti software license requirements (e.g. Microsoft licenses) will be sourced by Customer.
A8	For engagements requiring product installation, the latest release of Ivanti software or the required components will be installed unless otherwise agreed.
A9	If onsite engagement, delivery of Services assumes inclusion of travel and expense (T&E) rate in the Purchase Order (PO); if no T&E is included in PO, all Services days will be fulfilled remotely.

Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
C1	Unless otherwise stated all work will be performed during normal business hours, Monday to Friday excluding public holidays
C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

Customer Project Management Responsibilities

Customer will designate a person to whom all Ivanti communications will be addressed and who has the authority to act for Customer in all aspects of this Statement of Work (the “**Customer Project Manager**”).

The Customer Project Manager will:

- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all

resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

A regular meeting or a teleconference will be scheduled to discuss the Project status; the format will be jointly agreed between the Ivanti Project Manager and Customer Project Manager.

Depending on project complexity the daily status reports may include:

- General progress to plan and causes for any Project delays.
- Project Plan updates for all tasks due or started ahead of schedule (actual days worked, percentage of completion for each major task, estimated completion dates, and actual completion dates).
- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	SOCCCD_SOW_ISM_020618
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

South Orange County Community District

Statement of Work for Professional Services

SOCCCD_SOW_EPM_020518

Version Release: 1.01

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: Yes Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-05	Area Services Manager James Dunford	1.00	Document Creation
2018-07-10	James Dunford	1.01	Added Patch Manager scope.

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District ("**Customer**") has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work ("**SOW**"). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to "**Consultant**" shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Endpoint Manager Installation & Configuration	5.00
Professional Project Management	Duration
Ivanti EPM Total	5.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Endpoint Manager Installation & Configuration</p> <p>Kick Off Meeting: Consultant will meet with Customer to make introductions, identify key stake holders, discuss the objectives of the project, identify risks, plan the agenda, discuss deployment options, plan strategies for agent deployment, and coordinate resources.</p> <p>This service facilitates the installation of Ivanti software major release to one (1) Ivanti Core Server, and deployment of the Ivanti agent update to up to one hundred (100) devices in production.</p> <p>Software Installation and Configuration: Install and Configure Ivanti Core Server: Verify Core server patch level and DBMS patch level. Install and configure required Ivanti Software to customer-provided core server hardware, to specifications within Customer production/lab environment. Configure services necessary for inventory, software/hardware scanning and agent deployment. Configure software scanning for expanded data collection as necessary.</p> <p>Verify Cloud Services Appliance Installation and Configuration: Verify proper installation of Cloud Services Appliance, configure and test services, and post Core server certificate. Create digital certificate on client workstation.</p> <p>Create Windows Client Agent Configuration Package: Create a standard Windows client agent configuration package.</p> <p>Passive Discovery and Self-electing subnet service: Consultant will configure the passive discovery for unmanaged devices. Consultant will configure up to two (2) subnets and bring in devices. Consultant will review findings of lost, rogue or unmanaged devices on the subnet.</p> <p>Diagnostics tool: Consultant will review the diagnostics tool feature, viewing logs, real-time discovery, remote event viewer, remote file system, view local scheduler tasks, view running processes and view services.</p> <p>Dashboard Editor: Consultant will review and demonstrate dashboards. Consultant will create/modify up to three (3) dashboards.</p> <p>Task templates - delivery methods: Consultant will review and create up to two (2) Task template delivery methods. Consultant will set a default delivery task template.</p> <p>Patch Manager: Configure download settings, verify patch storage location and available disk space, update definitions, and review best practices for patch management. <i>Note: Vulnerability scan will be performed later in the deployment.</i></p> <p>Patch Manager Roll Out Project: Consultant will create up to one (1) Rollout project for patch management. The Rollout project will have no more than five (5) steps. This can be used to automate a patch workflow or a rollout of software.</p>

Pilot Testing:

Pilot: Subsequent to client agent configuration, deploy client agent to a small group of local target computers. Target computers should represent typical field computer configurations.

Production Rollout:

Perform Agent Roll-out: Continue client agent deployment into Customer production environment. *Note: Number of nodes deployed will vary based on many network environment factors as well as the allowed impact on network users.*

Perform Vulnerability Scan: Perform a vulnerability scan of computers containing LANDESK client agents. Vulnerabilities, required patches, and other findings will be recorded and a cursory remediation plan recommended. Remediation will be performed throughout the remainder of the deployment

Prerequisites:

- Customer will request the attendance of the primary project stakeholders
- Customer will provide adequate facilities for the kick-off meeting
- Customer's infrastructure must be available and comply with Ivanti Software published applicable hardware and software requirements
- The required Ivanti and Database Management System server's Operating Systems must be installed, patched to environmental standards, and in place prior to the arrival of the Ivanti consultant for deployment and implementation services.
- Customer will be responsible for providing local Administrative access to the Ivanti application server(s), either directly or via a resource with appropriate access as needed
- Customer will be responsible for providing required access to the Microsoft SQL server where the Ivanti database will reside.
- Customer shall provide a minimum of ten (10) computers representative of typical field/production computers.

The Ivanti Virtual Cloud Services Appliance server, specified public IP address, DNS and port redirection must be configured and in place prior to the arrival of the Ivanti Consultant. Recommended Specifications:

ESXi 5.x server with the following resources available:

- CPU - 2 processors
- Memory - 8 GB of RAM
- Storage - 50 GB

Professional Project Management

Managing Daily Status Reports: Distribute DSRs detailing project progress, scope modifications, and outstanding issues, to designated project stakeholders.

Documentation: Consultant will provide complete system configuration documentation specific to Customer implementation, including screen captures and step by step instructions on all key objectives.

Project Closure Document Signing: Consultant will present Customer with Project Closure Document at the end of the engagement.

Transition to Ivanti Support: Identify Customer's current maintenance subscription level and describe and discuss associated features and benefits. Review Ivanti Support Transition documentation with Customer and discuss and demonstrate support policies, methods, and best practices for obtaining Ivanti technical support.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
-----	-------------

OS1	Any work outside of normal business hours, Monday to Friday excluding public holidays, is considered out of scope of the project and will be subject to additional fees at two times the standard MSRP consultancy day rate, charged in minimum half day increments.
OS2	Consultancy relating to any products not specified in the “In Scope” section of this document

Assumptions

The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Assumptions
A1	If onsite engagement, the Consultant will be provided with a desk and chair within an office environment preferably with internet access.
A2	If onsite engagement, Customer will provide advance notification of any site-specific requirements such as security clearance, identification and safety training.
A3	Customer representatives are available to answer requirements and design questions supply logon credentials, IP addresses, and server names to the Ivanti Certified Consultant as reasonably requested.
A4	Customer representatives are available in order that the Ivanti Consultant can transfer knowledge regarding the configuration and usage of the software.
A5	Network connectivity and all relevant cabling will be in place, so as not to impede the progress of work.
A6	The agreed physical and logical infrastructure will be provided and access will be provided to the Ivanti consultant as necessary in order to enable the completion of required tasks
A7	Ivanti will supply licenses under a separate commercial agreement outside of the scope of this Statement of Work. Any additional non-Ivanti software license requirements (e.g. Microsoft licenses) will be sourced by Customer.
A8	For engagements requiring product installation, the latest release of Ivanti software or the required components will be installed unless otherwise agreed.
A9	If onsite engagement, delivery of Services assumes inclusion of travel and expense (T&E) rate in the Purchase Order (PO); if no T&E is included in PO, all Services days will be fulfilled remotely.

Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
C1	Unless otherwise stated all work will be performed during normal business hours, Monday to Friday excluding public holidays
C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

Customer Project Management Responsibilities

Customer will designate a person to whom all Ivanti communications will be addressed and who has the authority to act for Customer in all aspects of this Statement of Work (the “**Customer Project Manager**”).

The Customer Project Manager will:

- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

A regular meeting or a teleconference will be scheduled to discuss the Project status; the format will be jointly agreed between the Ivanti Project Manager and Customer Project Manager.

Depending on project complexity the daily status reports may include:

- General progress to plan and causes for any Project delays.
- Project Plan updates for all tasks due or started ahead of schedule (actual days worked, percentage of completion for each major task, estimated completion dates, and actual completion dates).
- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	SOCCCD_SOW_EPM_020518
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

South Orange County Community District

Statement of Work for Professional Services

SaddlebackCollege_SOW_ISM_020618

Version Release: 1.00

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: No Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-06	Area Services Manager Doug Johnson	1.00	Document Creation

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District ("**Customer**") has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work ("**SOW**"). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to "**Consultant**" shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Ivanti Service Manager Foundation Install	2.00
Planning & Design Workshop	2.00
Incident Management	4.00
Knowledge Management	1.00
Self-Service	1.00
User Acceptance Testing	1.00
Go-Live Support	1.00
Enterprise Project Management	Duration
Ivanti Professional Services Total	12.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Service Manager Premise Installation Consultant will install Service Manager application and its components in up to (2) two environments, Dev and Production.</p> <p>Premise Install to Dev and Production Environment Active Directory Integration SSRS Reporting Configuration EPM Integration Email Integration per module</p> <ul style="list-style-type: none"> SMTP Configuration Email Listeners
<p>Planning and Design Workshop Project Scoping, Workshop and Design: HEAT Software, working with Customer personnel, will conduct a Workshop to further define Customer requirements.</p> <p>Planning & Design Meeting The Planning and Design Meeting includes all the tasks required to meet with the project's key stakeholders and determine the final design of the system prior to beginning the software implementation.</p> <p>High level work breakdown structure:</p> <ul style="list-style-type: none"> Discussion of Objective and Strategy Long Term Goals and Objectives Data Model (Users, Groups, Customers, Filters, Partitioning, CI's etc.)

- Implementation Model
- Workshop Preparation

Design Document: Create overall design document defining the configuration from the design workshop. The document will be used to guide the remainder of the implementation.

Design Review: Discuss and document the conceptual design based on specific needs and objectives, and conduct design review meeting to discuss and identify any gaps.

Incident Management

An *Incident* is an unplanned interruption or reduction in quality of an IT service, or a break in the standard operation of a *Service*. The system records the details of an *Incident* and its complete history from registration to resolution in an *Incident* record.

The goal of Incident Management is to restore normal service as quickly as possible when IT service has been disrupted, and to make sure that business operations are functioning normally. The definition of normal service is agreed in Service Level Agreements (SLAs) with the customers of your organization. Incident Management reduces or eliminates the effects of potential disruptions in IT services, so that users can get back to work as soon as possible. To achieve this end, Incidents are recorded, classified, assigned to specialists, and progress monitored until they are resolved and closed. SLAs and escalations (in the absence of SLAs) ensure that Incidents are responded to and resolved on time with satisfactory resolution rates.

Design Workshop

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Discussion Items:

- Incident Management processes
- Priority Model
- Incident Status Values and Transitions
- Triaging and Functional Escalations
- SLA's (response and resolution)
- Tasks/Assignments
- Activity History
- Notifications
- Searches
- Templates
- Dashboard
- Roles and Security
 - Service Desk Analyst Role, Service Desk Manager
- Relationships with other modules
 - Problem, Self Service, Knowledge
- Reference Data

Configure and Review Incident Management:

- Create an Incident
- Status Lifecycle
- Customer relationship configuration to an Incident
- Priority configuration
- Two-level categorization – Services and respective Categories
- Create and assign Tasks to resolve the Incident
- Create Journals
- Add Attachments to Incident
- Resolve Tasks by updating status
- Automated email template process for new Incident logged
- Automated email template process for resolution or closure of an Incident
- Automated email template process on creation of Assignment
- Close Incident Process
- Create Dashboard with View/drill for Incident Process
- Configure SLA including Response and Resolution times by Service
- Review and configure settings for Audit History
- Review and Enable out of the box Surveys if applicable

Knowledge Management

The primary role of Knowledge Management process is to improve the quality of decision making by ensuring that accurate, reliable and trustworthy information is available throughout the Service lifecycle. Knowledge Base is a collection of articles describing solutions and answers to Service Desk questions. ITIL defines Knowledge Management as the one central process responsible for providing knowledge to all other Ivanti processes. In Ivanti, knowledge works with Incident Management and Problem Management and is a powerful feature in the Self Service Portal. Knowledge enables users of the support service to serve themselves by searching, browsing, or asking for a solution to their problem or questions.

Design Workshop:

Attendees: Service Desk Manager, Service Desk Analysts, Knowledge Manager

Discussion Items:

- Knowledge Management Process
- Knowledge Article Types
- Approval Process
- Knowledge Collections
- Roles and Security

Configure and Review Knowledge Management:

- Creating Knowledge Articles
- Approval process
- Types of Articles
- Publishing and categorizing an article
- Searching Knowledge Management

Self-Service

The Self Service portal can be used by requesters (end-users) and Service Owners. The Self Service dashboard provides a simpler interface and enables users to create, track, resolve, and close incidents and requests for service. Self Service users can also access FAQs, Announcements, and Knowledge Center articles. The Self-Service dashboard is designed to be intuitive and easy to use.

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Design Workshop:

Discussion Items

- Self Service URL
- Creating Incidents
 - Adding Attachments
 - Adding Activity History / Notes
- Self Service Dashboard
- Knowledge Base Search

Configure and Review Self Service:

- Configure Self-Service portal for end users to log and view an Incident
- Configure Self-Service for ability to check status of an Incident
- Configure Self-Service layout, links, dashboard

User Acceptance Testing

The last phase of the software testing process. UAT will focus on testing Ivanti Service Manager in real-world scenarios. During this phase the Customer will run through a series of tests, scripts and pilot and note any minor improvements/modifications necessary or possible misconfiguration. Issues will be logged and then adjusted by the consultant.

The following activities are included in this section:

- System Testing
- Discuss/document modifications needed and escalate as required
- Functional testing – Scripts and direction provided
- UAT

System Testing: Test all out-of-the-box features and functions for documented behavior. Perform empirical investigation of each feature and service to validate the state and behavior of the product against the Ivanti specification, detect any software failures, and ensure the satisfaction of Customer requirements. Take appropriate steps to resolve any issues, inconsistencies, or problems.

Consultant will make configure changes from UAT testing.

Ivanti Project Management will guide the customer through Functional testing and User acceptance testing.

Testing and User Acceptance

- Functional Testing
- Compile testing scripts
- Functional Review
- User Acceptance Testing
- User Acceptance Testing Review
- User Acceptance

Go-Live Support

"Go live" takes place at the end phase or completion of the project. The presence of a vendor consultant/deployment engineer on site will provide the customer project team and users of the solution with extra support and a source of expertise. The following activities are included in this section:

Ivanti Project Management will guide the customer through Pre Go Live and then take the customer to Go-Live and Lessons learned.

Pre Go-Live tasks

- Create Go-Live Release plan
- Handover documentation to Ivanti Support Team
- Handover meeting between Implementation consultant and Support Engineer

Phase - Go-live

- System Clear Down
- Go-Live
- Go-Live Lessons Learned Review

Synchronization: Run data synchronization.

Clear test data

Go Live: Publish Go-Live

Enterprise Project Management

Project Kick-off Meeting: Conduct project kickoff meeting with Ivanti and Customer staff to establish guidelines for managing and monitoring progress, establish a project management plan to include: communication and information distribution, risk monitoring and mitigation plan, change control, and quality control. Communicate key milestones to be met on the project. A strategic phased project plan including discovery, planning, pilot and execution will be established when necessary.

Direct and Manage Project Execution: Work directly with Ivanti resources to adhere to the project management plan so as to meet project objectives. Note: This is an iterative process involving ongoing review of the project management plan, change requests, and other factors to ensure that the work is being performed as directed. Additionally, this would involve working with the project team to gather, analyze, update, and store project information.

Manage Project Team: Manage project team through constant communication and observation. Manage work attitude, productivity, conflicts, interpersonal issues, and accomplishments.

Distribute Project Information: Manage the flow of information as set forth in the project management plan.

Ensure that the proper information is being distributed to the right people at the right time. Update relevant project documentation as necessary.

Monitor and Control Project Activities: Regularly monitor project performance, compare to project plan and recommend necessary actions. Analyze, track and monitor risks to ensure that they are being recognized and reported, and that response plans are being executed. Maintain accurate project information and integrity. Provide information to support status reporting, progress and forecasting. Monitor and execute approved changes as they occur. Maintain project scope. Manage project schedule. Clearly communicate daily/weekly task associated with key milestones.

Manage Risk: Monitor project work for new and changing risks. Manage the execution of alternate strategies, contingency plans, or corrective action to keep the project on track.

Conduct Weekly Project Status Meetings: Conduct weekly project status meetings with Ivanti and Customer to review progress made throughout the week, project schedule, status of new and outstanding issues, and reviewing project risks and adjust project plan as necessary. Document and distribution meeting minutes to specified stakeholders.

Project Closure: Conduct project closure meeting to review project results, and documentation.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
OS1	Any work outside of normal business hours, Monday to Friday excluding public holidays, is considered out of scope of the project and will be subject to additional fees at two times the standard MSRP consultancy day rate, charged in minimum half day increments.
OS2	Consultancy relating to any products not specified in the "In Scope" section of this document

Assumptions

The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Assumptions
A1	If onsite engagement, the Consultant will be provided with a desk and chair within an office environment preferably with internet access.
A2	If onsite engagement, Customer will provide advance notification of any site-specific requirements such as security clearance, identification and safety training.
A3	Customer representatives are available to answer requirements and design questions supply logon credentials, IP addresses, and server names to the Ivanti Certified Consultant as reasonably requested.
A4	Customer representatives are available in order that the Ivanti Consultant can transfer knowledge regarding the configuration and usage of the software.

Ref	Assumptions
A5	Network connectivity and all relevant cabling will be in place, so as not to impede the progress of work.
A6	The agreed physical and logical infrastructure will be provided and access will be provided to the Ivanti consultant as necessary in order to enable the completion of required tasks
A7	Ivanti will supply licenses under a separate commercial agreement outside of the scope of this Statement of Work. Any additional non-Ivanti software license requirements (e.g. Microsoft licenses) will be sourced by Customer.
A8	For engagements requiring product installation, the latest release of Ivanti software or the required components will be installed unless otherwise agreed.
A9	If onsite engagement, delivery of Services assumes inclusion of travel and expense (T&E) rate in the Purchase Order (PO); if no T&E is included in PO, all Services days will be fulfilled remotely.

Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
C1	Unless otherwise stated all work will be performed during normal business hours, Monday to Friday excluding public holidays
C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

Customer Project Management Responsibilities

Customer will designate a person to whom all Ivanti communications will be addressed and who has the authority to act for Customer in all aspects of this Statement of Work (the “**Customer Project Manager**”).

The Customer Project Manager will:

- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all

resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

A regular meeting or a teleconference will be scheduled to discuss the Project status; the format will be jointly agreed between the Ivanti Project Manager and Customer Project Manager.

Depending on project complexity the daily status reports may include:

- General progress to plan and causes for any Project delays.
- Project Plan updates for all tasks due or started ahead of schedule (actual days worked, percentage of completion for each major task, estimated completion dates, and actual completion dates).
- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	SaddlebackCollege_SOW_ISM_020618
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

South Orange County Community District

Statement of Work for Professional Services

SaddlebackCollege_SOW_EPM_020518

Version Release: 1.01

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: Yes Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-05	Area Services Manager James Dunford	1.00	Document Creation
2018-07-10	James Dunford	1.01	Added Patch Manager to scope.

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District (“**Customer**”) has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work (“**SOW**”). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to “**Consultant**” shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Endpoint Manager Installation & Configuration	10.00
Professional Project Management	Duration
Ivanti EPM Total	10.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Endpoint Manager Installation & Configuration</p> <p>Kick Off Meeting: Consultant will meet with Customer to make introductions, identify key stake holders, discuss the objectives of the project, identify risks, plan the agenda, discuss deployment options, plan strategies for agent deployment, and coordinate resources.</p> <p>This service facilitates the installation of Ivanti software major release to one (1) Ivanti Core Server, and deployment of the Ivanti agent update to up to one hundred (100) devices in production.</p> <p>Software Installation and Configuration: Install and Configure Ivanti Core Server: Verify Core server patch level and DBMS patch level. Install and configure required Ivanti Software to customer-provided core server hardware, to specifications within Customer production/lab environment. Configure services necessary for inventory, software/hardware scanning and agent deployment. Configure software scanning for expanded data collection as necessary.</p> <p>Verify Cloud Services Appliance Installation and Configuration: Verify proper installation of Cloud Services Appliance, configure and test services, and post Core server certificate. Create digital certificate on client workstation.</p> <p>Create Windows Client Agent Configuration Package: Create a standard Windows client agent configuration package.</p> <p>Passive Discovery and Self-electing subnet service: Consultant will configure the passive discovery for unmanaged devices. Consultant will configure up to two (2) subnets and bring in devices. Consultant will review findings of lost, rogue or unmanaged devices on the subnet.</p> <p>Diagnostics tool: Consultant will review the diagnostics tool feature, viewing logs, real-time discovery, remote event viewer, remote file system, view local scheduler tasks, view running processes and view services.</p> <p>Dashboard Editor: Consultant will review and demonstrate dashboards. Consultant will create/modify up to three (3) dashboards.</p> <p>Task templates - delivery methods: Consultant will review and create up to two (2) Task template delivery methods. Consultant will set a default delivery task template.</p> <p>Patch Manager: Configure download settings, verify patch storage location and available disk space, update definitions, and review best practices for patch management. <i>Note: Vulnerability scan will be performed later in the deployment.</i></p> <p>Patch Manager Roll Out Project: Consultant will create up to one (1) Rollout project for patch management. The Rollout project will have no more than five (5) steps. This can be used to automate a patch workflow or a rollout of software.</p>

Pilot Testing:

Pilot: Subsequent to client agent configuration, deploy client agent to a small group of local target computers. Target computers should represent typical field computer configurations.

Production Rollout:

Perform Agent Roll-out: Continue client agent deployment into Customer production environment. *Note: Number of nodes deployed will vary based on many network environment factors as well as the allowed impact on network users.*

Perform Vulnerability Scan: Perform a vulnerability scan of computers containing LANDESK client agents. Vulnerabilities, required patches, and other findings will be recorded and a cursory remediation plan recommended. Remediation will be performed throughout the remainder of the deployment.

Prerequisites:

- Customer will request the attendance of the primary project stakeholders
- Customer will provide adequate facilities for the kick-off meeting
- Customer's infrastructure must be available and comply with Ivanti Software published applicable hardware and software requirement
- The required Ivanti and Database Management System server's Operating Systems must be installed, patched to environmental standards, and in place prior to the arrival of the Ivanti consultant for deployment and implementation services.
- Customer will be responsible for providing local Administrative access to the Ivanti application server(s), either directly or via a resource with appropriate access as needed
- Customer will be responsible for providing required access to the Microsoft SQL server where the Ivanti database will reside.
- Customer shall provide a minimum of ten (10) computers representative of typical field/production computers.

The Ivanti Virtual Cloud Services Appliance server, specified public IP address, DNS and port redirection must be configured and in place prior to the arrival of the Ivanti Consultant. Recommended Specifications:

ESXi 5.x server with the following resources available:

- CPU - 2 processors
- Memory - 8 GB of RAM
- Storage - 50 GB

Professional Project Management

Managing Daily Status Reports: Distribute DSRs detailing project progress, scope modifications, and outstanding issues, to designated project stakeholders.

Documentation: Consultant will provide complete system configuration documentation specific to Customer implementation, including screen captures and step by step instructions on all key objectives.

Project Closure Document Signing: Consultant will present Customer with Project Closure Document at the end of the engagement.

Transition to Ivanti Support: Identify Customer's current maintenance subscription level and describe and discuss associated features and benefits. Review Ivanti Support Transition documentation with Customer and discuss and demonstrate support policies, methods, and best practices for obtaining Ivanti technical support.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
-----	-------------

OS1	Any work outside of normal business hours, Monday to Friday excluding public holidays, is considered out of scope of the project and will be subject to additional fees at two times the standard MSRP consultancy day rate, charged in minimum half day increments.
OS2	Consultancy relating to any products not specified in the “In Scope” section of this document

Assumptions

The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Assumptions
A1	If onsite engagement, the Consultant will be provided with a desk and chair within an office environment preferably with internet access.
A2	If onsite engagement, Customer will provide advance notification of any site-specific requirements such as security clearance, identification and safety training.
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A4	Customer representatives are available in order that the Ivanti Consultant can transfer knowledge regarding the configuration and usage of the software.
A5	Network connectivity and all relevant cabling will be in place, so as not to impede the progress of work.
A6	The agreed physical and logical infrastructure will be provided and access will be provided to the Ivanti consultant as necessary in order to enable the completion of required tasks
A7	Ivanti will supply licenses under a separate commercial agreement outside of the scope of this Statement of Work. Any additional non-Ivanti software license requirements (e.g. Microsoft licenses) will be sourced by Customer.
A8	For engagements requiring product installation, the latest release of Ivanti software or the required components will be installed unless otherwise agreed.
A9	If onsite engagement, delivery of Services assumes inclusion of travel and expense (T&E) rate in the Purchase Order (PO); if no T&E is included in PO, all Services days will be fulfilled remotely.

Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
C1	Unless otherwise stated all work will be performed during normal business hours, Monday to Friday excluding public holidays
C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

Customer Project Management Responsibilities

Customer will designate a person to whom all Ivanti communications will be addressed and who has the authority to act for Customer in all aspects of this Statement of Work (the “**Customer Project Manager**”).

The Customer Project Manager will:

- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

A regular meeting or a teleconference will be scheduled to discuss the Project status; the format will be jointly agreed between the Ivanti Project Manager and Customer Project Manager.

Depending on project complexity the daily status reports may include:

- General progress to plan and causes for any Project delays.
- Project Plan updates for all tasks due or started ahead of schedule (actual days worked, percentage of completion for each major task, estimated completion dates, and actual completion dates).
- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	SaddlebackCollege_SOW_EPM_020518
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

South Orange County Community District

Statement of Work for Professional Services

IrvineValleyCollege_SOW_ISM_020618

Version Release: 1.00

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: No Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-06	Area Services Manager Doug Johnson	1.00	Document Creation

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District ("**Customer**") has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work ("**SOW**"). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to "**Consultant**" shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Ivanti Service Manager Foundation Install	2.00
Planning & Design Workshop	2.00
Incident Management	4.00
Knowledge Management	1.00
Self-Service	1.00
User Acceptance Testing	1.00
Go-Live Support	1.00
Enterprise Project Management	Duration
Ivanti Professional Services Total	12.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Service Manager Premise Installation Consultant will install Service Manager application and its components in up to (2) two environments, Dev and Production.</p> <p>Premise Install to Dev and Production Environment Active Directory Integration SSRS Reporting Configuration EPM Integration Email Integration per module</p> <ul style="list-style-type: none"> SMTP Configuration Email Listeners
<p>Planning and Design Workshop Project Scoping, Workshop and Design: HEAT Software, working with Customer personnel, will conduct a Workshop to further define Customer requirements.</p> <p>Planning & Design Meeting The Planning and Design Meeting includes all the tasks required to meet with the project's key stakeholders and determine the final design of the system prior to beginning the software implementation.</p> <p>High level work breakdown structure:</p> <ul style="list-style-type: none"> Discussion of Objective and Strategy Long Term Goals and Objectives Data Model (Users, Groups, Customers, Filters, Partitioning, CI's etc.)

- Implementation Model
- Workshop Preparation

Design Document: Create overall design document defining the configuration from the design workshop. The document will be used to guide the remainder of the implementation.

Design Review: Discuss and document the conceptual design based on specific needs and objectives, and conduct design review meeting to discuss and identify any gaps.

Incident Management

An *Incident* is an unplanned interruption or reduction in quality of an IT service, or a break in the standard operation of a *Service*. The system records the details of an *Incident* and its complete history from registration to resolution in an *Incident* record.

The goal of Incident Management is to restore normal service as quickly as possible when IT service has been disrupted, and to make sure that business operations are functioning normally. The definition of normal service is agreed in Service Level Agreements (SLAs) with the customers of your organization. Incident Management reduces or eliminates the effects of potential disruptions in IT services, so that users can get back to work as soon as possible. To achieve this end, Incidents are recorded, classified, assigned to specialists, and progress monitored until they are resolved and closed. SLAs and escalations (in the absence of SLAs) ensure that Incidents are responded to and resolved on time with satisfactory resolution rates.

Design Workshop

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Discussion Items:

- Incident Management processes
- Priority Model
- Incident Status Values and Transitions
- Triaging and Functional Escalations
- SLA's (response and resolution)
- Tasks/Assignments
- Activity History
- Notifications
- Searches
- Templates
- Dashboard
- Roles and Security
 - Service Desk Analyst Role, Service Desk Manager
- Relationships with other modules
 - Problem, Self Service, Knowledge
- Reference Data

Configure and Review Incident Management:

- Create an Incident
- Status Lifecycle
- Customer relationship configuration to an Incident
- Priority configuration
- Two-level categorization – Services and respective Categories
- Create and assign Tasks to resolve the Incident
- Create Journals
- Add Attachments to Incident
- Resolve Tasks by updating status
- Automated email template process for new Incident logged
- Automated email template process for resolution or closure of an Incident
- Automated email template process on creation of Assignment
- Close Incident Process
- Create Dashboard with View/drill for Incident Process
- Configure SLA including Response and Resolution times by Service
- Review and configure settings for Audit History
- Review and Enable out of the box Surveys if applicable

Knowledge Management

The primary role of Knowledge Management process is to improve the quality of decision making by ensuring that accurate, reliable and trustworthy information is available throughout the Service lifecycle. Knowledge Base is a collection of articles describing solutions and answers to Service Desk questions. ITIL defines Knowledge Management as the one central process responsible for providing knowledge to all other Ivanti processes. In Ivanti, knowledge works with Incident Management and Problem Management and is a powerful feature in the Self Service Portal. Knowledge enables users of the support service to serve themselves by searching, browsing, or asking for a solution to their problem or questions.

Design Workshop:

Attendees: Service Desk Manager, Service Desk Analysts, Knowledge Manager

Discussion Items:

- Knowledge Management Process
- Knowledge Article Types
- Approval Process
- Knowledge Collections
- Roles and Security

Configure and Review Knowledge Management:

- Creating Knowledge Articles
- Approval process
- Types of Articles
- Publishing and categorizing an article
- Searching Knowledge Management

Self-Service

The Self Service portal can be used by requesters (end-users) and Service Owners. The Self Service dashboard provides a simpler interface and enables users to create, track, resolve, and close incidents and requests for service. Self Service users can also access FAQs, Announcements, and Knowledge Center articles. The Self-Service dashboard is designed to be intuitive and easy to use.

Attendees: Service Desk Manager, Service Desk Analysts, Incident Process Owners

Design Workshop:

Discussion Items

- Self Service URL
- Creating Incidents
 - Adding Attachments
 - Adding Activity History / Notes
- Self Service Dashboard
- Knowledge Base Search

Configure and Review Self Service:

- Configure Self-Service portal for end users to log and view an Incident
- Configure Self-Service for ability to check status of an Incident
- Configure Self-Service layout, links, dashboard

User Acceptance Testing

The last phase of the software testing process. UAT will focus on testing Ivanti Service Manager in real-world scenarios. During this phase the Customer will run through a series of tests, scripts and pilot and note any minor improvements/modifications necessary or possible misconfiguration. Issues will be logged and then adjusted by the consultant.

The following activities are included in this section:

- System Testing
- Discuss/document modifications needed and escalate as required
- Functional testing – Scripts and direction provided
- UAT

System Testing: Test all out-of-the-box features and functions for documented behavior. Perform empirical investigation of each feature and service to validate the state and behavior of the product against the Ivanti specification, detect any software failures, and ensure the satisfaction of Customer requirements. Take appropriate steps to resolve any issues, inconsistencies, or problems.

Consultant will make configure changes from UAT testing.

Ivanti Project Management will guide the customer through Functional testing and User acceptance testing.

Testing and User Acceptance

- Functional Testing
- Compile testing scripts
- Functional Review
- User Acceptance Testing
- User Acceptance Testing Review
- User Acceptance

Go-Live Support

"Go live" takes place at the end phase or completion of the project. The presence of a vendor consultant/deployment engineer on site will provide the customer project team and users of the solution with extra support and a source of expertise. The following activities are included in this section:

Ivanti Project Management will guide the customer through Pre Go Live and then take the customer to Go-Live and Lessons learned.

Pre Go-Live tasks

- Create Go-Live Release plan
- Handover documentation to Ivanti Support Team
- Handover meeting between Implementation consultant and Support Engineer

Phase - Go-live

- System Clear Down
- Go-Live
- Go-Live Lessons Learned Review

Synchronization: Run data synchronization.

Clear test data

Go Live: Publish Go-Live

Enterprise Project Management

Project Kick-off Meeting: Conduct project kickoff meeting with Ivanti and Customer staff to establish guidelines for managing and monitoring progress, establish a project management plan to include: communication and information distribution, risk monitoring and mitigation plan, change control, and quality control. Communicate key milestones to be met on the project. A strategic phased project plan including discovery, planning, pilot and execution will be established when necessary.

Direct and Manage Project Execution: Work directly with Ivanti resources to adhere to the project management plan so as to meet project objectives. Note: This is an iterative process involving ongoing review of the project management plan, change requests, and other factors to ensure that the work is being performed as directed. Additionally, this would involve working with the project team to gather, analyze, update, and store project information.

Manage Project Team: Manage project team through constant communication and observation. Manage work attitude, productivity, conflicts, interpersonal issues, and accomplishments.

Distribute Project Information: Manage the flow of information as set forth in the project management plan.

Ensure that the proper information is being distributed to the right people at the right time. Update relevant project documentation as necessary.

Monitor and Control Project Activities: Regularly monitor project performance, compare to project plan and recommend necessary actions. Analyze, track and monitor risks to ensure that they are being recognized and reported, and that response plans are being executed. Maintain accurate project information and integrity. Provide information to support status reporting, progress and forecasting. Monitor and execute approved changes as they occur. Maintain project scope. Manage project schedule. Clearly communicate daily/weekly task associated with key milestones.

Manage Risk: Monitor project work for new and changing risks. Manage the execution of alternate strategies, contingency plans, or corrective action to keep the project on track.

Conduct Weekly Project Status Meetings: Conduct weekly project status meetings with Ivanti and Customer to review progress made throughout the week, project schedule, status of new and outstanding issues, and reviewing project risks and adjust project plan as necessary. Document and distribution meeting minutes to specified stakeholders.

Project Closure: Conduct project closure meeting to review project results, and documentation.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
OS1	Any work outside of normal business hours, Monday to Friday excluding public holidays, is considered out of scope of the project and will be subject to additional fees at two times the standard MSRP consultancy day rate, charged in minimum half day increments.
OS2	Consultancy relating to any products not specified in the "In Scope" section of this document

Assumptions

The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Assumptions
A1	If onsite engagement, the Consultant will be provided with a desk and chair within an office environment preferably with internet access.
A2	If onsite engagement, Customer will provide advance notification of any site-specific requirements such as security clearance, identification and safety training.
A3	Customer representatives are available to answer requirements and design questions supply logon credentials, IP addresses, and server names to the Ivanti Certified Consultant as reasonably requested.
A4	Customer representatives are available in order that the Ivanti Consultant can transfer knowledge regarding the configuration and usage of the software.

Ref	Assumptions
A5	Network connectivity and all relevant cabling will be in place, so as not to impede the progress of work.
A6	The agreed physical and logical infrastructure will be provided and access will be provided to the Ivanti consultant as necessary in order to enable the completion of required tasks
A7	Ivanti will supply licenses under a separate commercial agreement outside of the scope of this Statement of Work. Any additional non-Ivanti software license requirements (e.g. Microsoft licenses) will be sourced by Customer.
A8	For engagements requiring product installation, the latest release of Ivanti software or the required components will be installed unless otherwise agreed.
A9	If onsite engagement, delivery of Services assumes inclusion of travel and expense (T&E) rate in the Purchase Order (PO); if no T&E is included in PO, all Services days will be fulfilled remotely.

Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
C1	Unless otherwise stated all work will be performed during normal business hours, Monday to Friday excluding public holidays
C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

Customer Project Management Responsibilities

Customer will designate a person to whom all Ivanti communications will be addressed and who has the authority to act for Customer in all aspects of this Statement of Work (the “**Customer Project Manager**”).

The Customer Project Manager will:

- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all

resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

A regular meeting or a teleconference will be scheduled to discuss the Project status; the format will be jointly agreed between the Ivanti Project Manager and Customer Project Manager.

Depending on project complexity the daily status reports may include:

- General progress to plan and causes for any Project delays.
- Project Plan updates for all tasks due or started ahead of schedule (actual days worked, percentage of completion for each major task, estimated completion dates, and actual completion dates).
- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	IrvineValleyCollege_SOW_ISM_020618
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

South Orange County Community District

Statement of Work for Professional Services

IrvineValleyCollege_SOW_EPM_020518

Version Release: 1.01

Addresses and Contact Information

Customer Address		Engagement Address	
Contact Name Daune Main		Address: H.S. Building, Room HS-35728000 Marguerite Parkway Mission Viejo, CA, United States Remote Engagement: Yes Delivery Language: English	
Contact Telephone (949) 348-6003			
Contact Email Address dmain@socccd.edu			

Document Revision History

Date	Author	Revision	Change Reference
2018-02-05	Area Services Manager James Dunford	1.00	Document Creation
2018-07-10	James Dunford	1.01	Added Patch Manager to scope.

Document Reviewer

Name	Title	Revision	Date

Document Purpose

The purpose of this document is to describe the tasks for a Ivanti Professional Services engagement.



Note

To execute this Statement of Work, both parties must sign as indicated in the Authorization and Acceptance Section of this document.

Overview

South Orange County Community District ("**Customer**") has requested the Consultant (as defined below) to provide days of Ivanti Professional Services consultancy on a time and materials basis as defined in the following Statement of Work ("**SOW**"). The Ivanti resources assigned to this project will be under the direction of both Ivanti Project Management and the Customer Project Manager.

All references to "**Consultant**" shall mean the entity identified below in the same geographic region as the Customer:

- Ivanti, Inc., a Delaware corporation, performs Services in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, performs Services in Brazil.
- Ivanti Software K.K., a Japanese company, performs Services in Japan.
- Ivanti Software (Beijing) Co., Ltd., a Chinese company, performs Services in China.
- Ivanti International Limited, an Irish company, performs Services related to the Wavelink and Naurtech branded products in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti U.K. Ltd, an English company, performs Services in all other locations.

Tasks

This section describes the expected tasks planned for the consultancy engagement.

Description	Days
Endpoint Manager Installation & Configuration	10.00
Professional Project Management	Duration
Ivanti EPM Total	10.00

In Scope

This section describes the activities in scope for the consultancy engagement

Description
<p>Endpoint Manager Installation & Configuration</p> <p>Kick Off Meeting: Consultant will meet with Customer to make introductions, identify key stake holders, discuss the objectives of the project, identify risks, plan the agenda, discuss deployment options, plan strategies for agent deployment, and coordinate resources.</p> <p>This service facilitates the installation of Ivanti software major release to one (1) Ivanti Core Server, and deployment of the Ivanti agent update to up to one hundred (100) devices in production.</p> <p>Software Installation and Configuration: Install and Configure Ivanti Core Server: Verify Core server patch level and DBMS patch level. Install and configure required Ivanti Software to customer-provided core server hardware, to specifications within Customer production/lab environment. Configure services necessary for inventory, software/hardware scanning and agent deployment. Configure software scanning for expanded data collection as necessary.</p> <p>Verify Cloud Services Appliance Installation and Configuration: Verify proper installation of Cloud Services Appliance, configure and test services, and post Core server certificate. Create digital certificate on client workstation.</p> <p>Create Windows Client Agent Configuration Package: Create a standard Windows client agent configuration package.</p> <p>Passive Discovery and Self-electing subnet service: Consultant will configure the passive discovery for unmanaged devices. Consultant will configure up to two (2) subnets and bring in devices. Consultant will review findings of lost, rogue or unmanaged devices on the subnet.</p> <p>Diagnostics tool: Consultant will review the diagnostics tool feature, viewing logs, real-time discovery, remote event viewer, remote file system, view local scheduler tasks, view running processes and view services.</p> <p>Dashboard Editor: Consultant will review and demonstrate dashboards. Consultant will create/modify up to three (3) dashboards.</p> <p>Task templates - delivery methods: Consultant will review and create up to two (2) Task template delivery methods. Consultant will set a default delivery task template.</p> <p>Patch Manager: Configure download settings, verify patch storage location and available disk space, update definitions, and review best practices for patch management. <i>Note: Vulnerability scan will be performed later in the deployment.</i></p> <p>Patch Manager Roll Out Project: Consultant will create up to one (1) Rollout project for patch management. The Rollout project will have no more than five (5) steps. This can be used to automate a patch workflow or a rollout of software.</p>

Pilot Testing:

Pilot: Subsequent to client agent configuration, deploy client agent to a small group of local target computers. Target computers should represent typical field computer configurations.

Production Rollout:

Perform Agent Roll-out: Continue client agent deployment into Customer production environment. *Note: Number of nodes deployed will vary based on many network environment factors as well as the allowed impact on network users.*

Perform Vulnerability Scan: Perform a vulnerability scan of computers containing LANDESK client agents. Vulnerabilities, required patches, and other findings will be recorded and a cursory remediation plan recommended. Remediation will be performed throughout the remainder of the deployment.

Prerequisites:

- Customer will request the attendance of the primary project stakeholders
- Customer will provide adequate facilities for the kick-off meeting
- Customers infrastructure must be available and comply with Ivanti Software published applicable hardware and software requirement
- The required Ivanti and Database Management System server's Operating Systems must be installed, patched to environmental standards, and in place prior to the arrival of the Ivanti consultant for deployment and implementation services.
- Customer will be responsible for providing local Administrative access to the Ivanti application server(s), either directly or via a resource with appropriate access as needed
- Customer will be responsible for providing required access to the Microsoft SQL server where the Ivanti database will reside.
- Customer shall provide a minimum of ten (10) computers representative of typical field/production computers.

The Ivanti Virtual Cloud Services Appliance server, specified public IP address, DNS and port redirection must be configured and in place prior to the arrival of the Ivanti Consultant. Recommended Specifications:

ESXi 5.x server with the following resources available:

- CPU - 2 processors
- Memory - 8 GB of RAM
- Storage - 50 GB

Professional Project Management

Managing Daily Status Reports: Distribute DSRs detailing project progress, scope modifications, and outstanding issues, to designated project stakeholders.

Documentation: Consultant will provide complete system configuration documentation specific to Customer implementation, including screen captures and step by step instructions on all key objectives.

Project Closure Document Signing: Consultant will present Customer with Project Closure Document at the end of the engagement.

Transition to Ivanti Support: Identify Customer's current maintenance subscription level and describe and discuss associated features and benefits. Review Ivanti Support Transition documentation with Customer and discuss and demonstrate support policies, methods, and best practices for obtaining Ivanti technical support.

Out of Scope

By definition any item not deemed in scope is considered out of scope, but for clarity the following specific items are not included:

Ref	Description
-----	-------------

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The project will proceed with the following identified assumptions. Any further assumptions that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

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Constraints

The project will proceed with the following identified constraints. Any further constraints that are identified as the project progresses will be subject to a change control and an impact analysis, which may affect the cost and timescales of the project. Where these changes were not reasonably identifiable by Ivanti then the Customer will bear any costs.

Ref	Constraints
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C2	Consulting Days are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum four (4) week notice period to allow resourcing of Ivanti Consultants

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- Create and maintain an estimated schedule for the overall project.
- Provide sufficient notice for rescheduling. Rescheduling requires minimum of ten (10) business days’ notice. Failure to notify Ivanti of need to reschedule can result in additional charges as stated in services Terms and Conditions.
- Work with the Ivanti Project Manager to identify resource requirements and desired skill sets. Ivanti recommends a four (4) week lead time to schedule consultants and make travel arrangements when adding resources.
- Schedule resources in segments of no less than five (5) business days unless agreed to by both Ivanti and Customer.
- Schedule and facilitate completion of this engagement within the respective number of months from date of signing the PO
- With Ivanti, administer Change Control and authorize Project Change requests.
- Provide access to Customer facilities consistent with the estimated schedule for all resources. Consultants may require access to Customer facilities and systems outside normal business hours.

Project Progress Reporting

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Depending on project complexity the daily status reports may include:

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- Issues and action items to resolve change order control items reviewed or for review, including any tasks to be worked on that are not included in the Detailed Project Plan and any tasks that will negatively impact the allotted budget.

Delivery Schedule

This SOW will deliver days of time and material consulting over a maximum period of twelve (12) months from the date when the Customer places the order.

For invoicing purposes, a person day is defined to be 8.00 working hours per resource. For both onsite and remote engagements billable hours will be recorded in half day or full day increments. Anything over a half day will be rounded up to a full day of work 8.00 hours.

Deemed Completion

Ivanti will be deemed to have completed its obligations under this SOW, upon the earlier to occur:

- Ivanti provides the number of person days of services specified in this SOW; or
- 12 months have elapsed since the date that the Customer placed the order.

Authorization

In addition to any terms contained in this Statement of Work, the provision of the services described in this SOW ("Services") shall be subject to terms of the license agreement agreed to by you and Ivanti and are hereby incorporated by reference or, if applicable, the terms and conditions of a separate written agreement agreed to and signed between you and Ivanti on or before the date on which you sign this SOW.

Neither the execution nor fulfillment of the Services will relieve or alter Ivanti or Customer's rights or obligations with respect to standard Ivanti software and other products under the license agreements applicable to such software or products. Nothing in this document is intended to or shall have effect of vesting in or transferring to Customer's rights in Ivanti's, its affiliates' or its suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form by Ivanti in the course of performance of the Services hereunder. By purchasing the Services set forth in this SOW, the parties each indicate their acceptance of the above.

Please sign below and return this document in its entirety by email to your account manager.

South Orange County Community District

("Customer")

H.S. Building, Room HS-35728000 Marguerite

Parkway, Mission Viejo

CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

APPENDIX A: Project Change Request (“PCR”) Form

The Customer identified in the form below (“Customer”) hereby officially requests that Ivanti, Ltd. (“Ivanti”) alter the scope of work to be performed under Statement of Work dated _____ as outlined below. Ivanti will estimate all applicable fees associated with the change request and communicate them to the contact listed below via email within one week. This change order will become effective once such estimate is provided to Customer unless written notice of cancellation is provided by Customer within two business days after receiving the estimate.

Customer	South Orange County Community District
Project Name	IrvineValleyCollege_SOW_EPM_020518
Deliverable Affected	
Change Request #	
Summary Description of Change Request	
Impact Analysis (Scope, Time, Cost)	
Acknowledgement Date	

South Orange County Community District
 ("Customer")
H.S. Building, Room HS-35728000 Marguerite
Parkway, Mission Viejo
CA, United States 92692

On Behalf of Customer	
Signature	
Email	
Title	
Date	

On Behalf of Consultant (Ivanti)	
Signature	
Email	
Title	
Date	

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Microsoft Campus License Agreement for District-wide
Microsoft Software Use, ComputerLand of Silicon Valley

ACTION: Approval

BACKGROUND

Microsoft software products are used extensively throughout the district and the Microsoft Campus License Agreement is renewed annually. California Public Contract Code section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. The Foundation of California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b) and pursuant to California Public Contract Code Section 20661 (a) has secured Master agreements on behalf of the California Community Colleges system.

Microsoft software licensing was renewed for three (3) years in FY 2017-2018 with ComputerLand of Silicon Valley through an agreement with the FCCC. Utilization of the Microsoft Consortium Agreement 01C36440 (EXHIBIT A) under the same price and the same terms and conditions will prove beneficial to the District for the purpose of achieving added price savings through volume discounting.

The board approved year one (1) of the three (3) year agreement in September 2017.

STATUS

The district-wide Microsoft licenses are up for renewal. District Services IT staff has completed its due diligence and recommends that it is in the best interest of the district to renew the Microsoft Consortium Agreement for Microsoft Campus Licenses using the existing FCCC ComputerLand of Silicon Valley agreement for the remaining two (2) years of the three (3) year term, October 1, 2018 through September 30, 2020.

Funds for this annual license renewal are available through general expense accounts.

RECOMMENDATION

The Chancellor recommends the Board of Trustees approve the use of the existing FCCC ComputerLand of Silicon Valley agreement for the Microsoft Campus License Agreement for the remaining two (2) years of the three (3) year term, October 1, 2018 through September 30, 2020, at a cost not to exceed \$350,000 per year.

Item Submitted By: *Dr. Robert Bramucci Vice Chancellor, Technology & Learning Services*
Ann-Marie Gabel, Vice Chancellor, Business Services



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 3500
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844
www.foundationccc.org

August 28, 2017

RE: Microsoft Consortium Agreement Renewal for the CCCs

The Foundation for California Community Colleges (“Foundation”) was formed by the California Community Colleges Board of Governors in the spring of 1998, and serves as the official auxiliary organization for the Board of Governors, Chancellor’s Office, and the California Community Colleges (“CCC”). The Foundation is a non-profit 501(c)(3) organization.

The California Community Colleges Board of Governors (“BOG”), through a Master Agreement with the Foundation, citing *California Education Code §72670.5*, established the Foundation as the auxiliary organization of the BOG and Chancellor’s Office, “for the purpose of providing supportive services and specialized programs for the general benefit of the mission of the California Community Colleges.”

Included in the context of support services and specialized programs is the Foundation’s CollegeBuys Program. The Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to aggregate the purchasing power of the CCC System to obtain contracts on behalf of CCCs that result in (either or both) best value and cost savings. The Master Agreement with the California Community Colleges BOG allows the Foundation the ability to secure non-mandatory contracts on behalf of the system as stated in *California Public Contract Code §20661*. The Foundation’s status as a public agency is defined and reinforced by *California Government Code §20057 (b)* in securing these agreements.

Microsoft Enrollment for Education Solutions (EES) Consortium

Since 1999, the Foundation through CollegeBuys, has operated a program to provide discounted licensing for Microsoft products – the Microsoft EES Consortium. At present, 109 California Community College districts are participating in the Microsoft EES Consortium for the CCCs. Discounts realized through the consortium are significant, allowing for discounted pricing on an array of products that community college districts, individually, would not be able to access without aggregation of the CCC’s systemwide spend. The previous three-year agreement with Microsoft concluded in 2017, and is again being renewed by the Foundation and Computerland for a successive three-year term through the abovementioned capabilities supported by the California Community Colleges BOG and Chancellor’s Office.

Attachments:

- (1) Statutory References (Specific California Public Contract, Government, and Education Codes)
- (2) Letter from California Community Colleges Chancellor, Eloy Ortiz Oakley
- (3) Sample Board Resolution for Approval of Renewal

Attachment 1
Statutory References

California Education Code 72670.5

(a) The Board of Governors of the California Community Colleges may establish auxiliary organizations for the purpose of providing supportive services and specialized programs for the general benefit of the mission of the California Community Colleges. (b) As used in this article: (1) "Auxiliary organization" may include, but is not limited to, the following entities: (A) Any entity whose governing instrument provides in substance both of the following:

(i) That its purpose is to promote or assist the Board of Governors of the California Community Colleges, or to receive gifts, property, and funds to be used for the benefit of the Board of Governors of the California Community Colleges or any person or organization having an official relationship therewith.

California Public Contract Code 20661. *(a) The Chancellor of the California Community Colleges is authorized to enter into a contract on behalf of one or more community college districts, subject to the following restrictions: (1) No district may be required to participate in any contract entered into pursuant to this section. (2) The cost to each district that is a party to or a beneficiary of a contract entered into pursuant to this section must be lower than the cost the district could obtain through its standard contracting procedures. No contract for the procurement of goods or services may be made when a bid has been received by a participating district for the procurement of the same goods or services unless the contract would result in a lower price for the goods or services upon the same terms, conditions, and specifications.*

California Government Code 20057 *"Public agency" also includes the following: (b) Any auxiliary organization operating pursuant to Chapter 7 (commencing with Section 89900) of Part 55 of Division 8 of Title 3 of the Education Code and in conformity with regulations adopted by the Trustees of the California State University and any auxiliary organization operating pursuant to Article 6 (commencing with Section 72670) of Chapter 6 of Part 45 of Division 7 of Title 3 of the Education Code and in conformity with regulations adopted by the Board of Governors of the California Community Colleges.*



CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

State of California

ELOY ORTIZ OAKLEY
Chancellor

1102 Q Street, Suite 4400 | Sacramento, California 95811-6539
t: 916.322.4005 | f: 916.322.4783
CaliforniaCommunityColleges.cccco.edu

April 28, 2017

Dr. Debra L. Fitzsimons
Interim Chancellor
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

RE: Agreements Secured by the Foundation for California Community Colleges

Dear Dr. Fitzsimons:

I am writing to let you know that the California Community Colleges Chancellor's Office (CCCCO) supports South Orange County Community College District's decision to leverage our system's buying power through contracts secured by the Foundation for California Community Colleges (Foundation), namely through its CollegeBuys program.

The Foundation is a unique 501(c)(3) nonprofit organization, incorporated in May of 1998 under the California Corporations Code exclusively for educational purposes. The Foundation is the sole official auxiliary organization of the California Community Colleges' Board of Governors and the CCCCCO. As an entity, the Foundation operates pursuant to Article 6 (commencing with Section 72670) of Chapter 6 of Part 45 of Division 7 of Title 3 of the Education Code, and pursuant to a Master Agreement with the California Community Colleges' Board of Governors and the CCCCCO. Furthermore, the Foundation is a public agency as defined in Government Code section 20057(b).

The Foundation's mission is to benefit, support and enhance the missions of the California Community Colleges and to provide valuable and effective services throughout the system. In the absence of a centralized procurement office, the Foundation's CollegeBuys program acts in this delegated capacity on behalf of the CCCCCO and the California Community Colleges. The Foundation supports all of our community colleges to realize cost savings and obtain added value in the procurement of goods and services. Contracts secured by the Foundation comply with all the competitive bidding requirements outlined in California's Public Contract Code, commencing with section 20651 et seq., as applicable to any California Community College District, and can be utilized by the California Community College Districts pursuant to Public Contract Code section 20652. As a result, immediate and long-term cost savings realized by all the California Community College Districts can be reinvested into classrooms and/or local district programs that serve to further systemwide educational initiatives.

If you have any questions about the Foundation contracts, please feel free to contact Peter Khang at (916) 445-8508.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eloy Oakley', written over the word 'Sincerely,'.

Eloy Oakley
Chancellor, California Community Colleges

cc: Peter Khang, California Community Colleges Chancellor's Office, Legal Office
Andrea Meyer, Foundation for California Community Colleges, General Counsel
Jon A. Aasted, Executive Director of Business Services, SOCCCD

██████████ County Community College District

August 13, 2017

BOARD REPORT NO. ██████████

TO: Members of the Board of Trustees

FROM: ██████████, Chancellor

REPAIRED BY: ██████████, Information Technology Services, ██████████

**AUTHORITY TO EXECUTE AN AGREEMENT WITH COMPUTERLAND
FOR MICROSOFT CAMPUS LICENSE AGREEMENT FOR 2014-2017**

In May 1999, the Foundation for California Community Colleges (FCCC) initiated a program to provide discounted licensing for Microsoft products through its Campus License Agreement. The District has been a participant in the program since its inception. At present, 109 California Community College districts are participating in the program. The previous three year agreement with Microsoft is now being renewed through the Foundation for California Community Colleges and Computerland for a new three year term.

As in the previous agreement, the pricing is based upon the number of full-time equivalent faculty and staff of each of the Colleges of the District. The following product licenses are included:

- Microsoft Office Enterprise Suite and future Microsoft upgrades for both Windows and Apple platforms
- Microsoft Office 365 accounts for faculty and staff
- All supported versions of Windows Operating Systems plus upgrades
- Core Client Licenses including Windows Server, Microsoft Exchange, Configuration Manager CML, Lync Server Enterprise and SharePoint Enterprise Server
- Microsoft Forefront Protection Suite and future upgrades

This agreement provides the following benefits to the District:

1. It allows the District to install these products on every computer whether the system is in an instructional lab or used by faculty and/or staff.
2. It entitles the District to upgrade at no additional cost to any new release of each product when it is introduced by Microsoft.
3. Since this agreement is now structured so that ITS can download the Microsoft software, there is no sales tax on these licenses.
4. The agreement also includes work-at-home purchasing rights for faculty and staff, giving them the ability to purchase Microsoft products through the FCCC at a substantial discount from retail.
5. Includes a DreamSpark subscription which provides access to all Microsoft software for learning, teaching and research purposes; helps faculty teach the latest technologies and experiment in research; and provides a cost-effective way to put Microsoft developer tools, platforms and servers in instructional labs.

The cost to participate in the Microsoft Campus Agreement for 2017-2018 will be ██████████. These funds

BOARD REPORT NO. [REDACTED]

2

are included in the 2017-18 budget. The amount to be paid in future years is recalculated each year based on changes to the number of FTE employees within the District.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to execute a three year agreement with Computerland through the Foundation for California Community Colleges to provide licensing for selected Microsoft products at a cost of [REDACTED] per year.



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

01C36440

000-cgodfrey-E-778

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

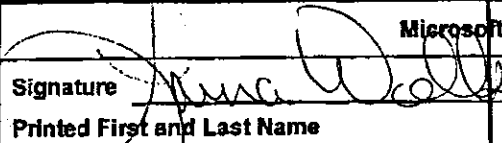

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CCTM (01C36440)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

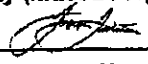
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Foundation of California Community Colleges
Signature*	<u>Julian Roberts</u>
Printed First and Last Name*	Julian Roberts
Printed Title	Chief Financial Officer
Signature Date*	Aug 17, 2017
Tax ID	

* indicates required field

Microsoft Affiliate	
Signature 	Microsoft Corporation  Microsoft Corporation
Printed First and Last Name	SEP 07 2017
Printed Title	Laura Wells
Signature Date (date Microsoft Affiliate countersigns)	Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date <u>10/11/2017</u> (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Foundation for California Community Colleges
Signature* 
Printed First and Last Name* Joseph Quintana
Printed Title Chief Operating Officer
Signature Date* Aug 17, 2017

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Volume Licensing

Amendment to Contract Documents

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

01C36440

000-cgodfrey-E-778

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Campus and School Agreement Enrollment for Education Solutions

Amendment ID CTM

1. Institution requests the following Enrollments under Master Agreement 01C36440 be extended for an additional 36-months. The expiration date of these Enrollments shall be September 30, 2020. The new order provided for each Enrollment may represent any change in the Organization-wide Count and/or Student count as applicable.

Agreement Number	Primary Customer Name	Primary Public Customer Number	Agreement Status	Agreement Start Date	Agreement End Date	NEW Agreement End Date
48004154	Allan Hancock College	A5839340	Active	9/19/2014	9/30/2017	9/30/2020
53449802	Antelope Valley College	9226C430	Active	9/19/2014	9/30/2017	9/30/2020
78822286	Barstow College	989DADD7	Active	9/19/2014	9/30/2017	9/30/2020
74090985	Butte College	B1CE5138	Active	9/19/2014	9/30/2017	9/30/2020
80531111	Cabrillo College	A8576DFS	Active	9/19/2014	9/30/2017	9/30/2020
50284762	California Community Colleges Chancellor's Office	A95A06B7	Active	9/19/2014	9/30/2017	9/30/2020
87894012	Cerritos College	A6DD6A2F	Active	9/19/2014	9/30/2017	9/30/2020
76230580	Chabot-Las Positas CCD-Chabot College	A29CA513	Active	9/19/2014	9/30/2017	9/30/2020
57412321	Chabot-Las Positas CCD-Las Positas College	B8810566	Active	9/19/2014	9/30/2017	9/30/2020
46658852	Chaffey College	AA0FE591	Active	9/19/2014	9/30/2017	9/30/2020
72170969	Citrus College	AOA89D7C	Active	9/19/2014	9/30/2017	9/30/2020
51236504	City College of San Francisco	43157563	Active	9/19/2014	9/30/2017	9/30/2020
83722426	Coast CCD-Coastline College	9F04DB8C	Active	9/19/2014	9/30/2017	9/30/2020
60080810	Coast CCD-Golden West College	9873B7DF	Active	9/19/2014	9/30/2017	9/30/2020
60435501	Coast CCD-Orange Coast College	BC075E4E	Active	9/19/2014	9/30/2017	9/30/2020
58606237	College of Marin	A80438E8	Active	9/19/2014	9/30/2017	9/30/2020
77462127	College of the Canyons	B34EA787	Active	9/19/2014	9/30/2017	9/30/2020
46207128	College of the Desert	AC18BDFE	Active	9/19/2014	9/30/2017	9/30/2020
65946549	College of the Redwoods	95560663	Active	9/19/2014	9/30/2017	9/30/2020
48630900	College of the Sequoias	B7C2F2C7	Active	9/19/2014	9/30/2017	9/30/2020
61047275	College of the Siskiyous	88067563	Active	9/19/2014	9/30/2017	9/30/2020
69948154	Contra Costa CCD-Contra Costa College	A0427C71	Active	9/19/2014	9/30/2017	9/30/2020
47446658	Contra Costa CCD-Diablo Valley College	AC2E0F88	Active	9/19/2014	9/30/2017	9/30/2020
86118369	Contra Costa CCD-Los Medanos College	9D1AA5B2	Active	9/19/2014	9/30/2017	9/30/2020
87579090	Copper Mountain College	21767563	Active	9/19/2014	9/30/2017	9/30/2020
84581559	Cuesta College	A92CE2C4	Active	9/19/2014	9/30/2017	9/30/2020
75977043	El Camino College	69238663	Active	9/19/2014	9/30/2017	9/30/2020
46959190	El Camino College - Compton Center	BA737932	Active	9/19/2014	9/30/2017	9/30/2020
52054986	Feather River College	B6FB82FC	Active	9/19/2014	9/30/2017	9/30/2020
64011003	Foothill DeAnza CCD - DeAnza College	9584E74F	Active	9/19/2014	9/30/2017	9/30/2020
52287818	Foothill DeAnza CCD - Foothill College	B4DA3F5D	Active	9/19/2014	9/30/2017	9/30/2020
54779102	Foundation for California Community College	B35E760E	Active	4/28/2015	9/30/2017	9/30/2020
6469847	Foundation for California Community College	B35E760E	Active	9/19/2014	9/30/2017	9/30/2020

Agreement Number	Primary Customer Name	Primary Public Customer Number	Agreement Status	Agreement Start Date	Agreement End Date	NEW Agreement End Date
51495154	Gavilan College	12969563	Active	9/19/2014	9/30/2017	9/30/2020
76566845	Glendale College	A5621COA	Active	9/19/2014	9/30/2017	9/30/2020
60577121	Grossmont-Cuyamaca CCD - Cuyamaca College	AB234EC6	Active	9/19/2014	9/30/2017	9/30/2020
67281366	Grossmont-Cuyamaca CCD - Grossmont College	840860EE	Active	9/19/2014	9/30/2017	9/30/2020
89897877	Hartnell College	A8538435	Active	9/19/2014	9/30/2017	9/30/2020
85929982	Imperial Valley College	36243563	Active	9/19/2014	9/30/2017	9/30/2020
59724109	Kern CCD - Bakersfield College	A4ADF284	Active	9/19/2014	9/30/2017	9/30/2020
72336477	Kern CCD - Cerro Coso College	86DF1CAC	Active	9/19/2014	9/30/2017	9/30/2020
69168487	Kern CCD - Porterville College	986C2168	Active	9/19/2014	9/30/2017	9/30/2020
50907812	Lake Tahoe CCD	8B494637	Active	9/19/2014	9/30/2017	9/30/2020
65582425	Lassen College	9A5058B6	Active	9/19/2014	9/30/2017	9/30/2020
73892018	Long Beach Community College	BD0A9310	Active	9/19/2014	9/30/2017	9/30/2020
7302600	Los Angeles CCD - Builid LACCD	8376CFCD	Active	9/19/2014	9/30/2017	9/30/2020
72186051	Los Angeles CCD - East LA College	855809AC	Active	9/19/2014	9/30/2017	9/30/2020
81571466	Los Angeles CCD - LA City College	AZ038157	Active	9/19/2014	9/30/2017	9/30/2020
75257075	Los Angeles CCD - LA Harbor College	B4B8EC49	Active	9/19/2014	9/30/2017	9/30/2020
73947316	Los Angeles CCD - LA Mission College	8582AAB4	Active	9/19/2014	9/30/2017	9/30/2020
88754873	Los Angeles CCD - LA Pierce College	BC24AFB2	Active	9/19/2014	9/30/2017	9/30/2020
77327974	Los Angeles CCD - LA Southwest College	9D44C983	Active	9/19/2014	9/30/2017	9/30/2020
56055871	Los Angeles CCD - LA Valley College	B44FB188	Active	9/19/2014	9/30/2017	9/30/2020
72310345	Los Angeles CCD - West LA College	AD99D826	Active	9/19/2014	9/30/2017	9/30/2020
75587258	Los Angeles CCD - LA Trade Tech College	831CD02A	Active	9/19/2014	9/30/2017	9/30/2020
68336091	Los Rios CCD - American River College	BAB49CE8	Active	9/19/2014	9/30/2017	9/30/2020
59866430	Los Rios CCD - Cosumnes River College	A1D46BC8	Active	9/19/2014	9/30/2017	9/30/2020
50363731	Los Rios CCD - Folsom Lake College	8BF2989E	Active	9/19/2014	9/30/2017	9/30/2020
67782392	Los Rios CCD - Sacramento City College	BE2923D9	Active	9/19/2014	9/30/2017	9/30/2020
80246746	Mendocino College	36341543	Active	9/19/2014	9/30/2017	9/30/2020
85262035	Merced College	4944563	Active	9/19/2014	9/30/2017	9/30/2020
48865099	Monterey Peninsula College	27544163	Active	9/19/2014	9/30/2017	9/30/2020
56133188	Mt San Antonio College	926B891C	Active	9/19/2014	9/30/2017	9/30/2020
79771539	Mt San Jacinto College	55842163	Active	9/19/2014	9/30/2017	9/30/2020
63111522	Napa Valley College	54945163	Active	9/19/2014	9/30/2017	9/30/2020
47682552	North Orange County CCD - Fullerton College	9210904B	Active	9/19/2014	9/30/2017	9/30/2020
72443353	North Orange County CCD - Cypress College	83B0080D	Active	9/19/2014	9/30/2017	9/30/2020
54934776	Oklahoma College	60344163	Active	9/19/2014	9/30/2017	9/30/2020
81637675	Palo Verde College	84479880	Active	9/19/2014	9/30/2017	9/30/2020
82308450	Palomar College	12441163	Active	9/19/2014	9/30/2017	9/30/2020
75210000	Pasadena City College	BF79040A	Active	9/19/2014	9/30/2017	9/30/2020
66387968	Peralta CCD - Berkeley City College	9ED56D52	Active	9/19/2014	9/30/2017	9/30/2020
83339915	Peralta CCD - College of Alameda	A9846694	Active	9/19/2014	9/30/2017	9/30/2020
58542503	Peralta CCD - Laney College	AF2C76D0	Active	9/19/2014	9/30/2017	9/30/2020
46133037	Peralta CCD - Merritt College	9F82F8EA	Active	9/19/2014	9/30/2017	9/30/2020
90830722	Rancho Santiago CCD - Santa Ana College	B22D8ED9	Active	9/19/2014	9/30/2017	9/30/2020
75530258	Rancho Santiago CCD - Santiago Canyon College	860065C4	Active	9/19/2014	9/30/2017	9/30/2020
74736077	Rio Hondo College	21941763	Active	9/19/2014	9/30/2017	9/30/2020
87631998	Riverside CCD - Moreno Valley College	8AD6C8B8	Active	9/19/2014	9/30/2017	9/30/2020
87448408	Riverside CCD - Norco College	821E0ASF	Active	9/19/2014	9/30/2017	9/30/2020
60532686	Riverside CCD - Riverside City College	81C6A224	Active	9/19/2014	9/30/2017	9/30/2020
60106607	San Bernardino CCD - San Bernardino Valley College	88B43000	Active	9/19/2014	9/30/2017	9/30/2020
48407468	San Bernardino CCD - Crafton Hills College	9C55E010	Active	9/19/2014	9/30/2017	9/30/2020
64616828	San Joaquin Delta College	31231563	Active	9/19/2014	9/30/2017	9/30/2020
87977475	San Jose-Evergreen CCD - San Jose City College	912D4259	Active	9/19/2014	9/30/2017	9/30/2020
77475990	San Jose-Evergreen CCD - Evergreen Valley College	9C5C7C8E	Active	9/19/2014	9/30/2017	9/30/2020
52157333	San Mateo CCD - Canada College	8030862D	Active	9/19/2014	9/30/2017	9/30/2020
68953990	San Mateo CCD - College of San Mateo	A4EA9947	Active	9/19/2014	9/30/2017	9/30/2020
47652231	San Mateo CCD - Skyline College	AED01DDE	Active	9/19/2014	9/30/2017	9/30/2020
85761033	Santa Barbara City College	92344563	Active	9/19/2014	9/30/2017	9/30/2020
75476888	Santa Monica College	68643563	Active	9/19/2014	9/30/2017	9/30/2020
55252383	Santa Rosa Junior College	58137363	Active	9/19/2014	9/30/2017	9/30/2020
85452482	Shasta College	70347763	Active	9/19/2014	9/30/2017	9/30/2020
49576562	Sierra College	83144563	Active	9/19/2014	9/30/2017	9/30/2020
55379122	Solano College	A0A86859	Active	9/19/2014	9/30/2017	9/30/2020

Agreement Number	Primary Customer Name	Primary Public Customer Number	Agreement Status	Agreement Start Date	Agreement End Date	NEW Agreement End Date
49699886	South Orange CCD-Irvine Valley College	936ACBC6	Active	9/19/2014	9/30/2017	9/30/2020
53690982	South Orange CCD-Saddleback College	83E523DF	Active	9/19/2014	9/30/2017	9/30/2020
85319293	State Center CCD-Fresno City College	8710A8A0	Active	9/19/2014	9/30/2017	9/30/2020
89314721	State Center CCD-Reedley College	840DBD83	Active	9/19/2014	9/30/2017	9/30/2020
87034786	Taft College	72430563	Active	9/19/2014	9/30/2017	9/30/2020
68790814	Ventura CCD-Moorpark College	9C2D82EE	Active	9/19/2014	9/30/2017	9/30/2020
59756010	Ventura CCD-Oxnard College	88CE5237	Active	9/19/2014	9/30/2017	9/30/2020
81626361	Ventura CCD-Ventura College	880CAA12	Active	9/19/2014	9/30/2017	9/30/2020
51279595	Victor Valley College	86040763	Active	9/19/2014	9/30/2017	9/30/2020
89899617	West Hills College-Coalinga	9EDE7182	Active	9/19/2014	9/30/2017	9/30/2020
47550236	West Hills College-Lemoore	ADC90C4A	Active	9/19/2014	9/30/2017	9/30/2020
58983979	West Valley-Mission CCD- Mission College	9092062E	Active	9/19/2014	9/30/2017	9/30/2020
56738351	West Valley-Mission CCD- West Valley College	A8EFF60F	Active	9/19/2014	9/30/2017	9/30/2020
60991431	Yosemite CCD-Columbia College	91ED803A	Active	9/19/2014	9/30/2017	9/30/2020
49003930	Yosemite CCD-Modesto Junior College	A2D49BAA	Active	9/19/2014	9/30/2017	9/30/2020
75797708	Yuba CCD-Woodland Community College	A07E1752	Active	9/19/2014	9/30/2017	9/30/2020
91773976	Yuba CCD-Yuba College	A4ED810F	Active	9/19/2014	9/30/2017	9/30/2020

Reseller acknowledgement

Name of Reseller *En Pointe Technology Sales, LLC*
 Printed Name *Ethan Anderson*
 Printed Title *Contracts Specialist*
 Date *8/18/2017*

Reseller Signature

Ethan Anderson

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

CA_FCCC_MassExtension_x778_28Jul17.do cx	CTM	CTM-CTC-CTL	BD
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Volume Licensing

Program Signature Form

MBA/MBSA number

000-cgodfrey-E-121

Agreement number

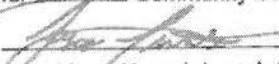
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.


This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Campus and School Agreement	X20-11365
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (all new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

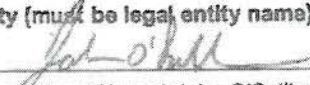
By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Foundation for California Community Colleges
Signature* 
Printed First and Last Name* Joseph Quintana
Printed Title Vice President of Program Development
Signature Date* 8/28/2014
Tax ID

* indicates required field

Microsoft Affiliate	
Signature	
Printed First and Last Name	AUG 29 2014
Printed Title	Kalla Ngirailid
Signature Date	Duly Authorized on behalf of
(date Microsoft Affiliate countersigns)	Microsoft Licensing, GP
Agreement Effective Date	8/29/2014
(may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Foundation for California Community Colleges
Signature* 
Printed First and Last Name* John O'Sullivan
Printed Title Vice President of Finance & Chief Financial Officer
Signature Date* 8/28/2014

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
8100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
☒ Agreement
☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* Foundation for California Community Colleges

Contact name*: First Joseph Last Quintana

Contact email address* jquintana@foundationccc.org

Street address* 1102 Q Street Suite 3500

City* Sacramento State/Province* CA Postal code* 95811

Country* USA

Phone* (916) 325-0120 Fax

☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Foundation for California Community Colleges

Contact name*: First Joseph Last Quintana
Contact email address* jquintana@foundationccc.org
Street address* 1102 Q Street Suite 3500
City* Sacramento State/Province* CA Postal code* 95811
Country* USA
Phone* (916) 325-0120 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☐ Same as primary contact

Name of entity* CCT Technologies, Inc, dba ComputerLand of Silicon Valley
Contact name*: First ComputerLand Administration Last FCCC
Contact email address* fccc@cland.com
Street address* 482 West San Carlos Street
City* San Jose State/Province* CA Postal code* 95110
Country* USA
Phone* (408) 519-3221 Fax

☒ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.



Campus and School Agreement

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This agreement is entered into between the entities identified on the signature form.

Effective Date. The effective date of this agreement is the effective date of the first Enrollment or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product List, (3) the Product Use Rights, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement.

Please note: Documents referenced in this agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated by reference, including the Product List, Product Use Rights and the Qualified Educational User definition. These documents may contain additional terms and conditions for Products licensed under this agreement and may be changed from time to time. Institution should review such documents carefully, both at the time of signing and periodically, to ensure a full understanding of all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

In this agreement, the following definitions apply:

“Affiliate” means

- a. if Institution is a non-public entity, any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> that Institution owns or controls, that owns or controls Institution, or that is under common ownership or control with Institution. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity; and
- b. if Institution is a state or local government entity,
 - (i) any qualified educational user identified at <http://www.microsoft.com/licensing/contracts> as of the effective date of this agreement that is an agency, department, office, bureau, division, or entity of the

state or local government, provided that the state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

(ii) any qualified educational user expressly authorized by the laws of the state to purchase under state education contracts.

c. with regard to Microsoft, any entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer Data” means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution’s use of the Online Services or in connection with Services.

“Enrollment” means the document that Institution submits under this agreement to place orders for Products and Services.

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and use an Institution Qualified Desktop.

“Fix” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Institution when performing Services to address a specific issue.

“Institution” means the entity that is a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“License” means Institution’s right to download, install, access and use a Product. Under this agreement, Licenses are available only on a subscription basis. Licenses for Online Services will be considered Subscription Licenses under this agreement.

“Licensed Period” means the period of time beginning on the effective date specified in Institution’s Enrollment and continuing for the period of time specified in Institution’s Enrollment (either 12 or 36 calendar months).

“Microsoft” means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified in the Online Services section of the Product List.

“Organization” means the organization defined by Institution in the section of the Enrollment titled “Defining Institution’s Organization”.

“Product” means all products identified on the Product List, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be available under programs that vary by region.

“Product List” means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site. The Product List includes any Product-specific conditions or limitations on the acquisition of Licenses for, or the use of, those Products.

“Product Use Rights” means with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or at a successor site.

“Services” means all support, consulting and other services or advice, including any resulting deliverables provided to Institution by Microsoft. “Services” does not include Online Services.

“Services Deliverables” means any computer code or materials, other than Products or Fixes that Microsoft leaves with Institution at the conclusion of Microsoft’s performance of Services.

“Service Level Agreement” means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List.

“Software Updates” means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

“Statement of Services” means any work orders, services descriptions, or other statements of services referencing this agreement and any parts of an Enrollment that relate to the delivery of Services.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Desktop

“Student” means any student enrolled in any educational institution that is part of the Organization, whether on a full-time or part-time basis.

“Student Media” means, collectively, student-media CD-ROM or disk sets.

“Subscription License” means, for purposes of this agreement, a fixed term License that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under the Enrollment is a Subscription License.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run, or otherwise interact with.

“Users” means Institution, faculty, staff, and students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution’s open access labs or libraries.

2. *How the Campus and School program works.*

The Campus and School Agreement allows Institution to license one or more Products on a subscription basis. To license Products on a subscription basis means that the right to run the Product is non-perpetual and continues only during the Licensed Period.

Institution can participate in this program by submitting an Enrollment. This program allows Institution to choose a one-year Licensed Period or a three-year Licensed Period, with Institution designating its choice in the Enrollment.

One-year Licensed Period. Institution must submit an order to indicate the Products it chooses to run. Thereafter, Institution must submit extension orders to continue the subscription for the Products for an additional term. If Institution does not submit an extension order prior to the end of its subscription term, the Enrollment will expire according to its terms.

Three-year Licensed Period. Institution must submit an order to indicate the Products it chooses to run. Thereafter, Institution must submit anniversary orders on the first and second anniversaries of the effective date of its Enrollment.

3. *Subscription price.*

This section shall not apply to Products licensed to Institution at special promotion prices to distributor or reseller, as applicable.

One-year Licensed Period. Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.

Three-year Licensed Period. If Institution chooses a three-year Licensed period and complies with the ordering requirements in the agreement, for any Products ordered during the Licensed Period,

Microsoft will charge the distributor or reseller the same price for a License on each anniversary order as when Institution first ordered the Product, except for step-ups.

4. License for Products.

- a. License Grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Product Use Rights and the Product List. Microsoft reserves all rights not expressly granted in this agreement.
- b. Duration of Licenses.** Subscription Licenses are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrollment is renewed or Institution exercises a buy-out option, which is available for some Subscription Licenses.
- c. Applicable Use Rights.**
 - (i) Products (other than Online Services).** The Product Use Rights in effect on the effective date of an Enrollment will apply to use of then-current versions of each Product (excluding Online Services). For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to use of that version, unless Institution chooses to have such changes apply.
 - (ii) Online Services.** For Online Services, the Product Use Rights in effect on the subscription start date will apply to Organization's use of the Online Service for the first 12 months of the subscription term, except as otherwise noted in the Product Use Rights. The process for updating the applicable user rights are detailed in the Product Use Rights.
- d. Earlier versions (downgrade rights).** Organization may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. In that case, the Product Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Product Use Rights applicable to the earlier version apply with respect to those features.
- e. Multi-language rights.** Organization may run Products in any available language version. If Organization is using any different language version of any Product licensed under its agreement, Organization's use of the different language version will be governed by the Product Use Rights for the version licensed under this agreement.
- f. License Confirmation.** This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under its Enrollment as described in this agreement.
- g. Restrictions on Use.** Without limiting the use restrictions described in this agreement, the Product List, the Product Use Rights, and any applicable Statement of Work, Organization may not:
 - (i)** separate the components of Products made up of multiple components by running them on different computers by upgrading or downgrading them at different times or by transferring them separately except as otherwise provided in the Product Use Rights;
 - (ii)** Distribute, rent, lease, host to or for third parties, or lend any copy of the Products or Fixes, except as permitted by this agreement or in a separate written agreement;
 - (iii)** reverse engineer, decompile or disassemble the Products, Fixes or Services Deliverables except to the extent expressly permitted by applicable law despite this limitation; or
 - (iv)** make copies of the Products, Fixes or Services Deliverables and distribute them on media to Students except as permitted in this agreement.

5. ***Use, ownership, rights, and restrictions.***

- a. **Fixes.** Use of any Fixes is defined by the Product Use Rights for the affected Products or, if the Fix is not provided for specific Products, any other use terms Microsoft provides. All Fixes are licensed, not sold.
- b. **Pre-Existing Work.** All rights in any computer code or non-code based written materials developed or otherwise obtained by or for Microsoft or its Affiliates; independent of this agreement ("Pre-existing Work") shall remain the sole property of the entity providing the Pre-existing Work. During the performance of Services, Microsoft and Institution grant to each other (and Microsoft's Contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the each other, solely as needed to perform its obligations in connection with the Services.

Except as may be otherwise expressly agreed by the parties in writing, Microsoft grants Institution a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Institution, and solely for Institution's internal business purposes.

- c. **Materials.** All rights in any materials developed by Microsoft (other than software code) and provided to Institution in connection with the Services ("Materials") shall be owned by Microsoft except to the extent such Materials constitute Institution's Pre-existing Work. Upon payment in full, Microsoft grants Institution a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Institution's internal business operations and without any obligation of accounting or payment of royalties. Institution may sublicense the rights granted herein to its Affiliates. Neither Institution nor its Users may make copies of the Materials and distribute them on media to Students. All rights not expressly granted, are reserved.
- d. **Sample Code.** Microsoft grants Institution a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Institution agrees: (1) to not use the Microsoft name, logo, or trademarks to market any software product in which the Sample Code is embedded; (2) to include a valid copyright notice on Institution's software product in which the Sample Code is embedded; and (3) to indemnify, hold harmless, and defend Microsoft and Microsoft's suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code. Neither Institution nor its Users may make copies of the Sample Code and distribute them on media to Students.
- e. **Non-Microsoft software and technology.**

- (i) Institution is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Institution's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Institution under the open source licenses used by the third parties that own such code, not by Microsoft.
- (ii) If Institution installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Institution's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Institution.
- (iii) If Institution installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

6. *Making copies of Products and re-imaging rights.*

- a. General.** Institution may make as many copies of the Products licensed as necessary to distribute the Products within its organization. All copies of any Product must be true and complete copies (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may also have a third party make or distribute copies but Institution is responsible for such third party's actions. Institution agrees to make reasonable efforts to notify its employees, agents, and other individuals running a Product that the Product is licensed from Microsoft and subject to the terms of this agreement.
- b. Copies for evaluation.** During the term of its Enrollment, Institution may run up to 10 complimentary copies of any Product for a 60 day evaluation period.
- c. Re-imaging rights.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), or (2) as a full packaged Product through a retail source, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i)** Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii)** The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii)** Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv)** Any Product-specific processes or requirements for re-imaging identified in the Product List.
 - (v)** Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

7. *Distributing media.*

- a. To Faculty and Staff.** Institution may acquire the quantity of media necessary to distribute a licensed Product to Faculty and Staff for use in accordance with the agreement. All media for a particular Product must be acquired from a Microsoft-approved fulfillment source for that Product. Institution may copy volume licensing media acquired from a Microsoft-approved fulfillment source solely for distribution to Faculty and Staff Users. All copies of volume licensing media must be true and complete copies (including copyright and trademark notices). Institution must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable Product Use Rights and other restrictions and may disclose them only to individuals authorized to engage in the installation and support of the Products on behalf of the Institution. Institution may not disclose volume licensing keys to Faculty and Staff work-at-home Users or to student Users or to any other unauthorized third party.
- b. To Faculty and Staff work at home Users and to Student licensing option Users.** If Institution exercises Faculty and Staff work at home rights for selected Products or selects the Student licensing option in an Enrollment, Institution must appropriately restrict and regulate access to media by Faculty and Staff for work at home purposes and by student Users. All media for Products distributed to Faculty and Staff for work at home purposes and to student Users must be acquired from a Microsoft-approved fulfillment source, and such Products may be distributed to such Users only in the following ways:
 - (i)** If Student Media are purchased for a particular Product, Institution may distribute one copy of Student Media directly to each authorized work at home User or student

User. Student Media may contain Product activation features that limit the number of authorized installations of a Product. Institution is advised to contact its reseller for details on ordering and distributing Student Media.

- (ii) For Products for which a volume licensing key is not required, using volume licensing media acquired pursuant to this agreement via (1) controlled download from a secure network server(s), (2) manual installation at a central location that Institution controls or (3) a system of controlled short-term checkout of applicable volume licensing media solely for purposes of individual User installation.
 - (iii) Institution may use a Microsoft-approved entity selected by Institution to electronically distribute copies of a Product via download from a secure network server or other storage device, provided Institution or the Microsoft-approved entity controls the download to ensure that the number of permitted copies of the Product is not exceeded and those making the download are licensed to do so. For more information on this download option, Institution is advised to contact its reseller who may manage this on Institution's behalf.
- c. **To Student Users.** Institution may order media to distribute a Product to Students for use in accordance with this agreement. Institution's order for such media must specify the version number of the Product and country of usage. Institution may only use the media received under its Enrollment to distribute Products to eligible student Users. Products may only be distributed in the same media format that Institution receives under its Enrollment. Orders for media must be placed with the reseller named on the Enrollment. Institution may use a third party to complete and process eligible student Users' orders for media under Institution's Enrollment and to distribute such media to eligible student Users. Institution is responsible for the third party's actions. Price and payment terms for media ordered are determined by agreement with Institution's designated reseller. Institution's designated reseller is authorized to purchase media Products from the Microsoft-authorized replicator identified by Microsoft from time to time solely for the purpose of fulfilling orders placed under the Enrollment. Institution's designated reseller may purchase media and documentation from Microsoft-authorized replicators only for those Products available under the Enrollment.

8. *Redistribution of Software Updates to Student Users.*

- a. **License grant.** Microsoft grants Organization a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute Software Updates to Institution's student Users in accordance with the terms of this section. Organization's student Users must use the Software Updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each software update.
- b. **Redistribution of Software Updates.** Organization may redistribute Software Updates to its student Users (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and access by the general public or (2) by acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.
- c. **Limitations.** Organization may not (1) produce or replicate Software Updates on to CDs or other distributable storage media, (2) combine the Software Updates with other non-Microsoft software, (3) distribute any Software Updates as a stand-alone component via email attachment, (4) charge for the Software Updates, other than to recover any reasonable costs incurred in providing the updates to its student Users; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any Software Update; or (6) alter the Software Updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the Software Updates.
- d. **Tracking and recall.** Organization must track the quantity and method of distribution of the Software Updates by means that will allow Institution to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing

Software Updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of Software Updates in Organization's possession and (2) notify Organization's student Users of the recall by the same or similar means in which they were notified of the availability of the Software Updates.

- e. **Replacement Software Updates.** If Microsoft makes available to Organization a replacement Software Update, Organization agrees to make the replacement available to its student Users, within 30 days of receipt in the same quantity and method(s) of distribution, if available, as Organization made the original Software Update available. The distribution of replacement Software Updates is subject to the same conditions and restrictions as other Software Updates under this section.
- f. **No warranties.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, Software Updates that Organization redistributes to its student Users are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the Software Updates are reasonable considering, among other things, that the Software Updates are complex computer products. Institution further acknowledges that the performance of the Software Updates will vary depending upon hardware, platform and Products interactions, and configurations.

g. **Exclusion of damages.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO ORGANIZATION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES—INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

- h. **Limitation of liability.** With respect to Organization's redistribution of the Software Updates, the limitation of liability provisions in this agreement shall apply in those situations in which Organization or its Users assert a right to damages or other compensation from Microsoft.
- i. **No support.** Institution understands that Microsoft has no obligation to provide any support for Software Updates that Organization may redistribute to its student Users, including any benefits accruing from Software Assurance.
- j. **Applicability.** The provisions of this section shall not apply to the distribution of Fixes to student Users so long as the Fix distributed is for a Product the Students are authorized to run under the Student licensing option. All other redistribution of additional or replacement code to Students is subject to the provisions of this section.

9. ***Transfer and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Institution may transfer fully-paid perpetual licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Institution or an Affiliate.
- b. **Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Institution provides to

the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any License transfer not made in compliance with this section will be void.

- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the organization. Licenses and Software Assurance may be reassigned within the organization as described in the Product Use Rights.

10. Service Business Rules

All Services provide support for commercially released, generally available Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Services will be provided in the country in which the agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Services not consumed on an annual basis will be forfeited. Upon Institution's request, Microsoft may access Institution's system via remote dial-in to analyze problems. Institution must have access to the Internet in order to take advantage of Internet-based services.

11. Confidentiality.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that
 - (i) are designated as "confidential"; or
 - (ii) a reasonable person knows or reasonably should understand to be confidential; or
 - (iii) include non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however designated, are not Confidential Information. Information that:
 - (i) is, or becomes, publicly available without a breach of this agreement;
 - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
 - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
 - (iv) is independently developed; or
 - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**
 - (i) **In general.** Subject to the other terms of this agreement, each party agrees:
 - 1) it will not disclose the other's Confidential Information to third parties; and
 - 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.
 - (ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:
 - 1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
 - 2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

- 3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure.

(iii) Sharing Confidential Information with Affiliates and representatives.

- 1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
- 2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
 - A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
 - B. accept responsibility for each Representative's use of Confidential Information.
- 3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

- d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

12. Options upon completion of a Licensed Period.

Microsoft will provide prior written notice of expiration of an Enrollment. The notice will advise Institution of the option to: (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this volume licensing program that will make it necessary for Institution to first enter into new agreement. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months by submitting an extension order for each such extension term or (2) one term of 36 full calendar months.
- b. **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
- c. **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under the Enrollment provided it has licensed such Products under one or more Enrollments (including any extensions) under the agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of the Enrollment. To exercise its buy-out option, Institution must submit a buy-out order no more than 30 days prior to expiration of the Enrollment. The expiration date will be the invoice date for the buy-out order. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in

the Product Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses. For example, a License is required for each PC on which Institution desires to run Office.

- d. **License confirmation.** The order confirmation for the buy-out and any documentation evidencing transfers of Licenses, together with proof of payment, will be evidence of a perpetual License to run the latest version then available (or any prior version) for the copies of Products covered by the buy-out order.
- e. **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, all software Products must be uninstalled and destroyed, and Organization must discontinue use. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

13. **Term and termination.**

- a. **Term.** This agreement will remain in effect unless terminated by either party as described below. These general terms and conditions apply to all Enrollments submitted. The terms of any Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s).
- b. **Termination of the agreement.** Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.
- c. **Termination of an Enrollment.** Without limiting any other remedies it may have, either party may terminate any Enrollment(s) if the other party is in material breach of any obligation, which breach is not cured within 30 days of receipt of written notice of such breach. Microsoft may terminate this agreement and any Enrollment(s) immediately if Institution fails to continue to qualify as a qualified educational user as identified at <http://www.microsoft.com/licensing/contracts>. If no orders are received under an Enrollment, the Enrollment will be terminated 30 calendar days after the effective date of the Enrollment.
- d. **Effect of termination and Licensed Period expiration.** Users may only run the Products and Fixes according to the terms of this agreement. Users are only licensed to run the Products and Fixes during the Licensed Period. If this agreement is terminated, or if no extension or anniversary order is submitted prior to the expiration of the Licensed Period or the purchase of perpetual Licenses for the Products, then all Products and Fixes that run as a result of this agreement must be deleted when the Licensed Period expires or is otherwise earlier terminated.

Similarly, if Institution stops ordering any Products or Product quantities decrease upon an extension of a Licensed Period, it must delete those Products prior to the beginning of the extended Licensed Period. Institution must make reasonable efforts to ensure that Faculty and Staff work-at-home Users (1) delete and remove Products and Fixes copies from the temporary ram (RAM) and permanent memory (e.g., hard disk) of their home PCs, and (2) disconnect access to any server Products at the end of the Licensed Period.

- e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- f. **Program updates.** Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement and Enrollment(s) at the time of an Enrollment renewal.

14. Warranties.

- a. **Limited warranty.** Microsoft warrants that:
- (i) Online Services will perform in accordance with the applicable Service Level Agreement;
 - (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and
 - (iii) Services will be performed with professional care and skill.
- b. **Limited warranty term.** The limited warranty for:
- (i) Online Services is for the duration of Organization's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;
 - (ii) Products other than Online Services is one year from the date Organization first uses the Product; and
 - (iii) Services is 90 days from delivery of a services Deliverable, unless otherwise agreed.
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
- (i) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
 - (ii) the limited warranty does not apply to components of Products that Organization is permitted to redistribute;
 - (iii) the limited warranty does not apply to free, trial, pre-release, or beta products; and
 - (iv) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Institution notifies Microsoft within the warranty period, then Microsoft will:
- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
 - (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and
 - (iii) for Services, at its option either (1) return the price paid for the specific Service or (2) re-perform the specific Service.
- These are Institution's only remedies for breach of the limited warranty, other than remedies required to be provided under applicable law.
- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.**

15. Defense of infringement, misappropriation, and third party claims.

- a. **Microsoft's agreement to protect.** Microsoft will defend Institution against any claims made by an unaffiliated third party that (1) any Product, Fix or Services Deliverable made available by Microsoft for a fee infringes that party's patent, copyright or trademark or makes unlawful use of its Trade Secret, or (2) arising from Microsoft's provision of an

Online Service in violation of laws applicable to Microsoft as a service provider. Clause (2) will not apply to (a) any laws or regulations applicable to Institution or Institution's industry that are not also generally applicable to information technology security providers, and (b) any violations of laws or regulations related to a claim covered under clause (1). Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Institution's exclusive remedy for these claims.

b. Limitations on defense obligation. Microsoft's obligations under (a)(1) above will not apply to the extent that the claim or award is based on:

- (i) Customer Data, non-Microsoft software, modifications Institution makes to, or any specifications or materials Institution provides or makes available for, a Product, Fix or Services Deliverable;
- (ii) Institution's combination of a Product, Fix or Services Deliverable with a non-Microsoft product, data or business process or Institution's use of a non-Microsoft product, data or business process;
- (iii) Organization's use of either Microsoft's trademarks or the use or redistribution of a Product, Fix, or Services Deliverable in violation of this agreement or any agreement incorporating its terms; or
- (iv) Organization's use of a Product, Fix or Services Deliverable after Microsoft notifies Institution to discontinue that use due to a third party claim.

Institution will reimburse Microsoft for any costs or damages that result from any of the above actions.

c. Institution's agreement to protect. Institution will defend Microsoft against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- (ii) arises from a violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

d. Rights and remedies in case of possible infringement or misappropriation.

- (i) **Microsoft offerings.** If Microsoft reasonably believes that a Product, Fix, or Services Deliverable may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Institution the right to continue to use the Product, Fix or Services Deliverable; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Institution to discontinue use of the prior version, which Institution must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Organization's license or access rights (or for certain Services Deliverables, Institution's ownership rights) in the Product, Fix, or Services Deliverable. In such a case, Microsoft will notify Institution and refund any amounts Institution has paid for those rights to the Product, Fix or Services Deliverable (or for Online Services, any amount Institution has paid in advance for unused Online Services).
- (ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Institution with the Online Services violates their intellectual property rights, Microsoft may ask Institution to remove the allegedly infringing item. If Institution fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

- e. **Obligations of protected party.** Institution must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Institution promptly in writing of a claim subject to the Subsection titled "Institution's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

16. Limitation of liability.

- a. **Limitation on liability.** To the extent permitted by applicable law, the total liability of each party, including its Affiliates and its Contractors, for all claims arising under this agreement is limited to direct damages up to (1) for Services, the amount Institution was required to pay for the Services under the applicable Statement of Services, (2) for each Product other than Online Services, the amount Institution was required to pay for the Product under the applicable Enrollment, and (3) for Online Services, the amount Institution was required to pay for the Online Service during the 12 months before the cause of the action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Enrollment. In the case of Products or Services provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitations in this section will not apply to:
 - (i) Microsoft's and Institution's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
 - (ii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality," except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited as provided above for the applicable Online Service or Services; and
 - (iii) a violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**
- c. **Affiliates and Contractors.** Neither Microsoft nor Institution shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

17. Verifying compliance.

- a. **Right to verify compliance.** Institution must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right to verify Institution's and its Affiliates' compliance with the License terms for the Products, at Microsoft's expense.

- b. Verification process and limitations.** Microsoft will provide institution at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Institution's operations. Institution must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Institution hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Institution to complete Microsoft's self-audit process relating to the Products Institution and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.
- c. Remedies for noncompliance.** If verification reveals any unlicensed use or distribution, Institution must within 30 days order sufficient licenses to cover that use or distribution. If unlicensed use is 5% or more, Institution must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the then current price list and Institution price level within 30 days. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not undertake another verification of the same Institution for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.
- d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to run the Products. Accordingly, Institution must:**
- (i) Notify all Users in advance of running the Products that:**
 - 1)** their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
 - 2)** they are allowed to run the Products only during the Licensed Period;
 - 3)** if this agreement is terminated, or Institution does not submit an Enrollment or extension order prior to the expiration of the Licensed Period or purchase perpetual Licenses for the Products, then all Products run under this agreement must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;
 - (ii) Periodically publish in an Organization wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product List and Product Use Rights. Microsoft publishes a copy of the Product List and Product Use Rights at <http://www.microsoft.com/licensing/>;**
 - (iii) Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and**
 - (iv) Provide all reasonable assistance and cooperation as requested by Microsoft to investigate and remedy any unauthorized use of the Products by Users.**
- If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

18. Miscellaneous.

- a. Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA
Via Facsimile:(425) 936-7329

Microsoft may provide information about Enrollment deadlines and Online Services by email to contacts provided by Institution under an Enrollment or through a website Microsoft identifies. Notice by email is given as of the transmission date.

- b. No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted in this agreement. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- c. Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- d. Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. This agreement is not exclusive.** Institution is free to enter into agreements to license, use or promote non-Microsoft Products or services.
- g. Entire agreement.** The documents identified on the cover page of this agreement constitute the entire agreement concerning the subject matter, and supersede any prior or contemporaneous communications.
- h. Order of Precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order of descending priority: (1) this Campus and School Agreement and the accompanying signature form, (2) any Enrollment, (3) the Product List, (4) the Product Use Rights, (5) orders submitted under this agreement, and (6) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments, concerning the same subject matter.
- i. Amending the agreement.** This agreement and any Enrollments under it may be amended only by a formal written agreement signed by both parties. The Product List and Product Use Rights (including any documented referenced therein) may be changed by Microsoft in accordance with the terms of this agreement.
- j. Assignment.** Either party may assign all its rights under this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other assignment of rights under those agreements must be approved by the other party in writing. Any assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- k. Survival.** Provisions regarding ownership and license rights, fees, Product Use Rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement, misappropriation and third party claims, Microsoft's and Institution's obligations to protect each other, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions

in this section entitled "Miscellaneous" will survive termination or expiration of this agreement or any Enrollment.

- l. Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses are ordered, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders placed under this agreement.
- m. Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.
- n. U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Institution will notify Microsoft at cmec@microsoft.com as to any regulatory or legal controls on the use, access or transfer of Institution's software or technology prior to such use, access or transfer to/by Microsoft. Institution will provide sufficient information to permit Microsoft to comply with applicable controls on Institution's software or technology.
- o. Compliance with Applicable Laws, Privacy and security.**

 - (i) Microsoft and Institution will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Institution or Institution's industry that are not also generally applicable to information technology services providers. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement.
 - (ii) Institution may choose to provide personal information to Microsoft on behalf of third parties (including Institution's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Institution will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
 - (iii) The personal information Institution provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product Use Rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Institution consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
 - (iv) For Online Services, additional privacy and security details are in the Product Use Rights.
- p. Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.
- q. Natural disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

- r. **Section headings.** All section and subsection headings used in this agreement, as well as any Enrollments or Statement of Services, are for convenience only and shall not affect the interpretation of this agreement
- s. **FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-100 The South Orange County Community College District, BP-104 Student Member of the Board of Trustees, BP-106 Board Elections, BP-128 Board Agendas, BP-130 Public Participation at Board Meetings, BP-164 Board Member Compensation, BP-166 Health Benefits - Board Members, BP-4075 Health and Welfare Benefits for Former Board of Trustees, BP-168 Board Member Travel, BP-170 Board Member Absence from the State, BP-3001 Delegation of Authority, BP-3004 Public Records, BP-3005 Designation of Authorized Signatures, BP-3200 Purchasing and Contracts, BP-3220 Institutional Membership in Organizations, BP-3510 Lost Money or Property, BP-3605 Employee Travel Program, BP-4001 Personal Use of Public Resources, BP-4040 Institutional Code of Conduct, BP-4078 Industrial Accident and Illness Leave, BP-5510 Student Accident Insurance, BP-6100 Curriculum

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Twenty-two board policies are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 13, 2018 for review and recommendation to the Interim Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBITS A through V.

BOARD POLICY

100

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

The District has been named the South Orange County Community College District.

The name is the property of the District. No person shall, without the permission of the Board of Trustees, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following two college(s) and educational site:

1. Irvine Valley College
2. Saddleback College
3. Advanced Technology & Education Park (ATEP)

Reference:

*Education Code Section 72000(b);
Elections Code Section 18304*

Adopted: 3-24-82
Revised: 3-7-88
Revised: 4-26-99
Revised: 8-27-07
Revised: 4-29-13

BOARD POLICY

104

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

STUDENT MEMBER OF THE BOARD OF TRUSTEES

A. ~~There~~ The District shall ~~be~~ have one nonvoting (advisory) student member of the Board of Trustees: who shall represent both colleges for a period of one year. The Chancellor shall develop administrative regulations regarding qualifications for the student trustee and a process for election procedures.

B. QUALIFICATIONS

— Candidates for Student Trustee must meet the following criteria:

- 1. ~~Be currently enrolled in the South Orange County Community College District (SOCCCD) for at least five units and is in good standing (i.e., not on academic or social probation). The student member is not required to give up employment with the District.~~
- 2. ~~Have completed no fewer than 12 units in the SOCCCD.~~
- 3. ~~Have a minimum cumulative 2.0 G.P.A.~~
- 4. ~~Candidates must be students of record of the designated college prior to and during their term of office.~~

C. REQUIREMENTS OF OFFICE

— While in office the Student Trustee must:

- 1. ~~Maintain eligibility as defined in Section B, 1., 2., 3., and 4 (above), during his/her term of office.~~
- 2. ~~Hold no other elected or appointed ASGSC/ASIVC positions within the SOCCCD.~~

D. TERM OF OFFICE

- 1. ~~The term of the Student Trustee is one year (May through the following April).~~
- 2. ~~A Student Trustee term of office terminates upon a determination of disqualification under the provisions of Section E.~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

~~E. DISQUALIFICATION FROM OFFICE~~

- ~~1. Automatic and immediate forfeiture of office, including all rights and privileges thereof, will be required if the Student Trustee:~~
- ~~a. Does not maintain the requirements of office contained in Sections B, C, and K; or~~
- ~~b. Is suspended for more than 10 days pursuant to student conduct policies or regulations.~~
- ~~2. A student disqualified from office under the provisions above, shall be liable for any compensation received after he or she became ineligible for office.~~
- ~~3. Upon disqualification from office, the student must immediately return all District property provided to him or her while in office.~~
- ~~4. In addition to any of the disqualifying event set forth above, the office of Student Trustee will become vacant upon the occurrence of any of the events set forth in Government Code, Section 1770.~~

~~F. ELECTION~~

- ~~There shall be an election during the spring semester. The student trustee position shall be rotated between Irvine Valley College and Saddleback College. The election shall be held only on the campus of the college that is designated for the student trustee position for the upcoming year. The Student Member of the Board of Trustees will be elected by students enrolled at the designated college. The student member may be recalled by all the students of the student body in an election held for that purpose in accordance with administrative regulations established by the Chancellor.~~

~~G. RECALL~~

- ~~The Student Trustee is subject to recall procedures established for recalling officers of the Associated Student Governments at each campus. No recall election will be held if the petition to recall is received within 90 days prior to the scheduled student elections, which are held in April.~~

~~H. SELECTION OF A REPLACEMENT~~

- ~~If a Student Trustee position becomes vacant due to qualification, recall, resignation, or other reasons, the board shall:~~

- ~~1. Order a special election, or~~

Adopted: 7-14-80 Revised: 5-11-92 Revised: 11-29-03 Revised: 4-25-11
Revised: 4-23-82 Revised: 4-25-94 Revised: 11-14-05 Revised: 7-30-12
Revised: 3-07-88 Revised: 4-26-99 Revised: 8-27-07
Revised: 1-17-89 Revised: 8-26-02 Revised: 8-26-08

~~2. Make an appointment to fill the vacancy within 60 days. All rules of eligibility shall apply and the replacement Student Trustee shall serve out the remainder of the one year term.~~

~~No special election will be called if the vacancy occurs within 90 days prior to the scheduled April student elections. The student member position on the board will remain vacant for that time.~~

I. INSTALLATION IN OFFICE

~~1. The person elected or appointed student trustee will be sworn into office at the first board meeting following his or her election, or at the meeting at which he or she is appointed by the board.~~

~~2. The President of the Board of Trustees may appoint a Trustee to serve as the student trustee's mentor.~~

J. RIGHTS AND PRIVILEGES

~~On or before the regular meeting in April of each year, the Board shall consider whether to afford the student member any of the following privileges:~~

~~1. The Student Trustee shall be seated with the board and be recognized as a full member of the Board at public meetings, and shall receive all materials presented to board members for open session, and to participate in discussion at board meetings.~~

~~2. The Student Trustee shall have the right to make and second motions.~~

~~3. The Student Trustee shall be compensated in the amount of \$200 per month paid by the District.~~

~~4. The Student Trustee shall receive mileage reimbursement (BP 4051, Reimbursement) paid by the District.~~

~~5. The Student Trustee shall receive the same college health services available to all college students, and said services shall be paid for by the District.~~

~~6. With prior Board of Trustee approval, the Student Trustee may attend State of California conferences which relate to their duties as a student member of the Board of Trustees. Reimbursement will be paid by the District.~~

~~7. The Student Trustee shall receive college parking fee reimbursement paid by the District.~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

K. DUTIES AND RESPONSIBILITIES

~~— The Student Trustee shall agree to perform to the best of his/her ability the following duties and responsibilities:~~

~~— 1. — Attend all regular and special meetings of the board, except closed sessions.~~

~~— 2. — Review the agenda of the board prior to each meeting.~~

~~— 3. — Confer with leaders of the ASGSC/ASIVC at least monthly at each campus prior to each meeting of the board. Attend annual ASGSC and ASIVC retreats, student government meetings, commencement ceremonies, chancellor's opening sessions and other key district-wide and college events.~~

~~— 4. — When appropriate, confer with students, student groups and organizations, and/or college and District administrators in relation to District policies and board actions and/or agenda items.~~

~~— 5. — Participate in the discussion of agenda items presented.~~

~~— 6. — Cast an advisory vote on public agenda items; however, the Student Trustees vote will not be included in determining the vote required to carry any measure before the board.~~

~~— 7. — When appropriate, provide feedback to all students, student groups, and leaders of the associated student governments at each campus concerning District and board policies and actions.~~

~~— See J. (above), Rights & Privileges~~

Reference:

~~— California Education Code Section 72023.5~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

BOARD POLICY

106

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD ELECTIONS

The term of office of each trustee shall be four years, commencing on the ~~first~~^{second} Friday of December following the election. Elections shall be held every two years, in even numbered years. Terms of trustees are staggered so that, as nearly as ~~practical~~^{practicable}, one half of the trustees shall be elected at each trustee elections. Trustees shall be elected ~~at~~^{at}-large throughout the ~~district~~^{District} but have legal residence within one of the seven (7) trustee areas (trustee area boundary map is available at the District Office):

Area 1: Irvine*

Area 2: Irvine*, North Tustin ^(CDP), Orange*, Santa Ana*, unincorporated area

Area 3: Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills*, Newport Beach*, San Clemente*, unincorporated area

Area 4: Coto de Caza ^(CDP), Ladera Ranch ^(CDP), Las Flores ^(CDP), Rancho Santa Margarita*, San Clemente*, San Juan Capistrano*, unincorporated area

Area 5: Laguna Hills*, Laguna Niguel, Laguna Woods, San Juan Capistrano*

Area 6: Irvine*, Lake Forest, unincorporated area

Area 7: Mission Viejo*, Rancho Santa Margarita*

* Not entire community / city

^{CDP}= census designated place

Reference:

Education Code Sections 5000 et seq., 72036

Adopted: 8-27-07

Revised: 4-29-13

Page 1 of 1

BOARD POLICY

128

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD AGENDAS

Agendas shall be developed by the Chancellor in consultation with the Board President.

An agenda shall be posted adjacent to the place of meeting and on ~~line~~the District's website, at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an “emergency situation” as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a board meeting by submitting a written summary of the item to the Chancellor. The written summary must be signed by the initiator, contain his/her residence or business address, and organizational affiliation, if any.

~~The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.~~

~~Agendas shall be developed by the Chancellor in consultation with the Board President.~~

Agenda items submitted by members of the public must be received by the office of the Chancellor at least 2 weeks prior to the regularly scheduled board meeting.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90 day period following the initial submission.

The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

Reference:

Government Code Sections 54954 et seq., and 6250 et seq.;

Education Code Sections 72121 and, 72121.5

BOARD POLICY

130

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of three ways:

1. There will be a time at each regularly scheduled board meeting for the general public to discuss items either on the agenda or not on the agenda. Speakers are limited to two (2) minutes each. However, four minutes each will be allotted to a member of the public who utilizes a translator to ensure that non-hearing and non-English speakers receive the same opportunity to directly address the Board. The maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one Board meeting will appear on the agenda. At the discretion of a majority of the Board, these time limits may be extended.

Members wishing to present such items shall submit a written request at the beginning of the meeting to the Board's Executive Assistant that summarizes the item. No action may be taken by the Board on such items.

Persons submitting a written request to address the Board will be heard in the order in which the Board President received the request. Assuming concurrence by public speakers, the Board President has the prerogative to reorder public comments.

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 128.

A written summary of the item must be submitted to the Chancellor at least two weeks prior to the ~~board~~ Board meeting. The summary must be signed by the initiator, contain his/her residence or business address, and organizational affiliation, if any.

3. Members of the public may submit written communications to the Board on items on the agenda and/or speak to agenda items at the ~~board~~ Board meeting. All written communications regarding items on the Board's agenda shall reach the ~~office~~ Office of the Chancellor not later than three (3) working days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Reference:

Government Code Sections 54954.3, 54957.5;

Education Code 72121.5

BOARD POLICY

164

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD MEMBER COMPENSATION

Since the total FTES generated by the District is greater than 25,000, Mmembers of the Board who attend all Bboard meetings shall receive an amount not to exceed \$750 per month, as pursuant to Education Code effective January 1, 2007. The Sstudent Mmember shall receive \$375 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

The Board may, on an annual basis, increase the compensation of board members by five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the ~~district~~District. On August 21, 2017, the Board approved a five percent increase to the Board Members' compensation. This increase was reaffirmed on July 30, 2018. The current monthly amount is \$787.50 for members of the Board who attend all board meetings and \$393.75 for the student member.

Reference:

Education Code Section 72024 Article 3a (2)

BOARD POLICY

166

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

HEALTH BENEFITS – BOARD MEMBERS

Members of the Board shall be permitted to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefit programs shall not be greater than the most generous schedule of benefits being received by any category of an employee of the District.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. Retirees in this category over age 65 must enroll in Medicare parts A and B to be eligible for the coordination of benefits plan. Medical coverage will cease automatically if the retiree participates in Medicare part D.

Other former Board members who have taken office after January 1, 1995 and , who have been elected for two terms, ~~may continue to participate in the District's health benefits programs~~ shall upon leaving office be given the option of selecting within 30 days to continue indefinitely health and welfare benefits on a self-pay basis. Former trustees who participate on a self pay basis shall pay in advance the cost the ~~district~~ District pays for the ~~plan coverage, and the trustee may select one or more health and welfare options provided for the administrators, faculty, and/or classified employees.~~

The benefit plan options shall cover only the former trustee, trustee spouse or domestic partner, survivor, and the trustee's minor dependents to the age as defined by federal law. ~~The former trustee may select one or more health benefit options provided to administrators, faculty, and/or classified employees.~~ Former trustee's surviving family may continue in the benefit plans according to COBRA regulations.

Once a benefit plan is selected by the former trustee's surviving family, no additional members can be added.

Reference:

Government Code Section 53201 and 53208.5

BOARD POLICY

4075

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL

HEALTH AND WELFARE BENEFITS FOR FORMER BOARD OF TRUSTEES

Delete –Language consolidated into BP-166 Health Benefits for Board Members

~~Members of the South Orange County Community College District Board of Trustees who have taken office after January 1, 1995, and who have been elected two terms, shall upon leaving office be given the option of selecting within 90 days to continue indefinitely health and welfare benefits on a self-pay basis.~~

~~The former trustee shall pay in advance the cost the district pays for the coverage, and the trustee may select one or more health and welfare options provided for administrators, professors, and/or classified employees.~~

~~The benefit options shall cover only the former trustee, his/her spouse or survivor, and the trustee's minor dependents to the age as defined by federal law. Once a benefit plan is selected by a former trustee's family, no additional members can be added.~~

~~Adoption of this policy shall serve to confirm, and incorporate herein, the board's action of November 16, 1992, at which time the board acted to authorize the district to pay for the health and welfare benefits of former board members, their spouses, and dependents when the board members served in office for no less than twelve years after January 1, 1981, in accordance with Government Code Sections 53201, 53205, and 53205.1, as they read at that time. Nothing herein shall be construed in a manner inconsistent with the provisions of Government Code Sections 53200 et. seq. as they now read.~~

BOARD POLICY

168

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD MEMBER TRAVEL

Members of the Board shall have travel expenses paid whenever they travel as representatives of and perform services directed by the Board. Expenses shall be reimbursed according to the limits of travel policies and regulations for employees.

Existing travel restrictions to states that have enacted laws discriminating on the basis of sexual orientation, gender identity, or gender expression shall be followed by the District. This restriction does not apply to travel that is required for any of the following:

- Enforcement of California law.
- Litigation.
- To meet contractual obligations incurred before January 1, 2017.
- To comply with requests by the federal government to appear before committees.
- To participate in meetings or trainings required by a grant or required to maintain grant funding.
- To complete job-required training necessary to maintain licensure or similar standards required for holding a position, in the event comparable training cannot be obtained in California or a different state not affected by the restrictions.
- For the protection of public health, welfare, or safety, as determined by the District.

If there are extenuating circumstances above and beyond those listed above, a request shall be submitted to the Chancellor for review and approval.

Reference:

Education Code Section 72423

Government Code Section 11139.8

BP-3605-Employee Travel Program

AR-3605-Employee Travel-Payment of Employee Travel Expenses

BOARD POLICY

170

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD MEMBER ABSENCE FROM THE STATE

No member of the Board shall be absent from the state for more than 60 continuous days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 continuous days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above for federal military deployment may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

Reference:

Government Code Section 1064

BOARD POLICY

3001

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

DELEGATION OF AUTHORITY

The South Orange County Community College District Board of Trustees delegates to the Chancellor, or his/her designee, the authority to manage and supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with ~~the legal requirements of the California Education Code, Title 5, California Code of Regulations, federal guidelines~~ applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board.

The Chancellor has broad authority to monitor and coordinate the fiscal affairs of District-related auxiliary organizations.

The Chancellor, or his/her designee, shall make appropriate periodic reports to the Board and shall keep the Board fully apprised regarding the financial status of the District.

Reference:

California Education Code, Sections 70902(d), 81655, and 81656

BOARD POLICY

3004

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

PUBLIC RECORDS

The South Orange County Community College District (SOCCCD) recognizes the right of citizens to have access to public records. SOCCCD intends to provide any person or organization reasonable access to the public records of the SOCCCD, upon request, during normal business hours and within the requirements of the law.

The ~~Chancellor~~ chancellor shall establish regulations for records management, including access by the public that comply with the requirements of the California Public Records Act.

Public access shall not be given to records exempt from public disclosure under the California Public Records Act or which are designated as confidential, private, or privileged under other state or federal law.

SOCCCD may charge for copies of public records or other materials requested by individuals or groups, in accordance with law. The charge shall be based on actual costs of duplication, as determined by the chancellor or designee and as specified in regulations.

To maintain the security and integrity of SOCCCD records, members of the public granted access to inspect records shall examine records in the presence of a SOCCCD employee.

Reference:

Government Code Section 6250, et seq.

BOARD POLICY

3005

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

DESIGNATION OF AUTHORIZED SIGNATURES

Authority to sign orders and other transactions on behalf of the Board of Trustees is delegated to the Chancellor and other officers appointed by the Chancellor ~~designees~~.

The authorized signatures shall be filed ~~in~~ with the Orange County Office of Education after the ~~Board of Trustees has authorized the list of positions with authority to sign documents and contracts, which include payroll and other documents.~~

Reference:

Education Code Section 85232, 85233

BOARD POLICY

3200

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

PURCHASING AND, CONTRACTS, AND BIDS

The Board delegates to the Chancellor, Vice Chancellor of Business Services, or Chancellor's designee the authority to enter into purchases and contracts on behalf of the District and to establish administrative ~~procedures~~ regulations for all purchases, contract awards, and their management, subject to the following:

CONTRACT AWARDS PURCHASES

- ~~The Chancellor, Vice Chancellor of Business Services, or Chancellor's designee is authorized to approve individual business contracts up to the maximum limit authorized in BP-2100 Delegation of Authority to the Chancellor.~~ Only designated officials of the District, as defined in BP/AR 3001 Delegation of Authority and BP/AR 3005 Designation of Authorized Signers, are delegated the authority to purchase supplies, materials, equipment, and services as necessary for the efficient operation of the District. No such purchase shall exceed the amounts specified by California Public Contract Code §20651, as amended from time to time. The Chancellor is responsible for developing and implementing the necessary purchasing procedures and controls.
- ~~Contracts approved by the Chancellor or his/her designee shall be subsequently submitted to the Board for ratification.~~ A summary of all purchasing transactions shall be reviewed by the Board at each regularly scheduled Board meeting.
- ~~If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or his/her designee is authorized to proceed with a contract.~~ The designated officials of the District are specifically given the authority by the Board to approve and sign purchase orders, contracts, and other purchasing documents and instruments as deemed necessary.

BID LIMITS CONTRACTS AND BIDS

- ~~For contracts involving bid limits by the Education Code, the Chancellor or Vice Chancellor of Business Services shall ensure that the District adheres to public contract code limits on public works, and other projects as adjusted for inflation each year pursuant to Public Contract Code.~~ The Chancellor, Vice Chancellor of Business Services, or Chancellor's designee is authorized to approve contracts up to the maximum limit authorized in BP-2100 Delegation of Authority to the Chancellor.

- Contracts are not enforceable obligations until they are approved and/or ratified by the Board.
- Contracts for work to be done, services to be performed, or for goods, equipment, or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contracts Code §20651 shall require prior approval by the Board.
- Contracts that do not exceed the limits specified in BP-2100 Delegation of Authority to the Chancellor shall not require prior approval by the Board but shall be presented to the Board for ratification.
- When bids are required according to Public Contracts Code Section §20651, the Board shall award each such contract to the lowest responsive and responsible bidder who meets the specifications published by the District and who shall give such security as the ~~Board~~ District requires, or reject all bids.
- When contracting for public projects, the District is subject to Public Contract Code §22000, which outlines the California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures and requirements
- If it is in the best interests of the District to ~~the Chancellor or designee concludes that the best interests of the District will~~ be served by pre-qualification of bidders in accordance with Public Contracts Code Section §20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.
- If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contract Code §20652, the designated District officials are authorized to proceed with a contract.
- In accordance with Government Code §53060, if the best interests of the District will be served by a contract or purchase order for 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, the designated District officials are authorized to proceed with a contract.

Reference:

Education Code Section 81656; 81641, et seq.

Public Contracts Code Section 20650; ~~et seq.~~ 22000, et. Seq.

Government Code Section 53060, et seq

BOARD POLICY

3220

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

INSTITUTIONAL MEMBERSHIP IN ORGANIZATIONS

Institutional membership in local, state and national organizations, including the renewal of memberships and the payment of dues to selected organizations, must ~~have the prior and annual approval of the Board of Trustees~~ be approved by the Chancellor or designee.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he/she is perceived to have one or more of the foregoing characteristics, or because of her/his association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor will develop an administrative regulation for memberships.

Reference:

California Education Code, Section 70902

Adopted:	03-24-70	Reviewed:	10-13-10
Revised:	05-23-88	Revised	06-25-12
Revised:	04-26-99		

BOARD POLICY

3510

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

LOST MONEY OR PROPERTY

~~The President of each college shall establish administrative regulations for lost property.~~ When property is found on campus, the finder shall make every attempt to deliver the property to the rightful owner, if known; otherwise, the finder shall deliver the property to the ~~police~~campus police department in accordance with administrative regulations.

Reference:

California Education Code, Section 70902

Civil Code, Section 2080 et. Seq. and 2080.6

Adopted:	2-13-79	Revised:	4-26-99
Revised:	3-09-81	Revised:	9-29-03
Revised:	5-23-88	Revised:	3-28-11

BOARD POLICY

3605

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

EMPLOYEE TRAVEL PROGRAM

The South Orange County Community College District allows travel for employees for district business related purposes. The Chancellor shall establish Administrative Regulations relating to the payment of approved mileage and travel expenses.

Existing travel restrictions to states that have enacted laws discriminating on the basis of sexual orientation, gender identity, or gender expression shall be followed by the District. This restriction does not apply to travel that is required for any of the following:

- Enforcement of California law.
- Litigation.
- To meet contractual obligations incurred before January 1, 2017.
- To comply with requests by the federal government to appear before committees.
- To participate in meetings or trainings required by a grant or required to maintain grant funding.
- To complete job-required training necessary to maintain licensure or similar standards required for holding a position, in the event comparable training cannot be obtained in California or a different state not affected by the restrictions.
- For the protection of public health, welfare, or safety, as determined by the District.

If there are extenuating circumstances above and beyond those listed above, a request shall be submitted to the Vice Chancellor, Business Services for review and approval.

Reference:

Education Code 87032

Government Code Section 11139.8

BOARD POLICY

4001

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

PERSONAL USE OF PUBLIC RESOURCES INSTITUTIONAL CODE OF ETHICS

~~No employee or consultant shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.~~ The District shall have and uphold a written code of professional ethics. This written code will outline the District's expectation and requirement of ethical conduct by all personnel in carrying out their duties for the benefit of the institution and the public in compliance with all applicable laws, policies, rules and regulations.

Reference:

Government Code Sections, 1091(b), 89506, 8314, et seq.;

Accreditation Standard II.A.13.

Penal Code, Section 424, et seq.

BOARD POLICY

4040

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

INSTITUTIONAL CODE OF CONDUCT

It is the policy of the South Orange County Community College District (District) to foster an environment that maximizes student learning, employee performance, and a climate of civility among Governing Board members, students, and employees of the District.

As members of the District community, we are expected to treat other community members with civility and respect, recognizing that disagreement and informed debate are valued in an academic community. Harassment by any Governing Board member, student, or employee, of any other Governing Board member, student, or employee for whatever motive is harmful to the environment desired by the District and will not be permitted by the District.

This policy shall in no way be construed to restrict any type of constitutionally protected speech or activities.

Reference:

Accreditation Standard III.A.1.c;
Education Code 20902

BOARD POLICY

*4078

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL HUMAN RESOURCES

INDUSTRIAL ~~ACCIDENT~~ ACCIDENT AND- OR ILLNESS- LEAVE OF ABSENCE

The District shall provide for industrial accident or illness leaves of absence for employees in accordance with the Education Code, Labor Code, and consistent with the appropriate collective bargaining agreements.

District employees shall be entitled to an industrial accident or industrial illness leave of absence within the following provisions:

1. Allowable leave shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave of absence shall commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
5. Industrial accident leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

~~Academic employees who are not members of a collective bargaining unit, and employees who are a part of the classified service but not members of a collective bargaining unit, shall be entitled to an industrial accident or industrial illness leave of absence, not to exceed sixty (60) days in any one fiscal year for the same accident during which the college of the district is required to be in session or when the employee would have otherwise been performing work for the district. Allowable leave shall not be accumulative from year to year (Calif. Ed. Code, Sections 87787, 88192).~~

~~An industrial accident or illness leave of absence shall commence on the first day of the employee's absence and shall be reduced by one (1) day for each day of authorized absence. When such a leave overlaps into the subsequent fiscal year, the employee shall be entitled to only the amount~~

~~*Affected by Academic Employee Master Agreement, Article XXIII~~

Adopted: 2-13-68 Technical 4-26-99
Revised: 4-10-89 Update
Revised: 2-28-94

~~of unused leave due to the employee for the same illness or injury (Calif. Ed. Code, Sections 88787, 88192).~~

~~Periods of leave of absence shall not be considered to be a break in service of the employee (Calif. Ed. Code, Sections 87787, 88192).~~

~~An employee absent from duties because of an industrial accident or illness shall be paid a portion of the salary due for any month in which the absence occurs so that when it is added to the employee's temporary disability indemnity, the total will result in a payment of not more than the employee's full salary. During such a paid leave of absence, an academic employee may, and a classified employee shall, endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The district shall then issue appropriate salary warrants to the employee for payment of the employee's salary. Normal retirement and other authorized contributions shall be deducted (Calif. Ed. Code, Sections 88787, 88192).~~

~~Any employee receiving benefits as a result of an industrial accident or an illness leave of absence shall remain within the State of California during the period of injury or illness, unless the Board of Trustees authorizes travel outside the state (Calif. Ed. Code, Sections 88787, 88192).~~

~~In the case of classified employees, when all available paid or unpaid leaves of absence have been exhausted, if the employee is not medically released to return to duty, and if the employee is not placed in another position, the employee shall be placed on the re-employment list for a period of thirty-nine (39) months. When available, during the 39 months, the employee shall be employed in a vacant position of the class of the employee's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on the re-employment list and who has been medically released for return to duty but who has failed to accept an appropriate assignment shall be dismissed (Calif. Ed. Code, Section 88192).~~

Reference:

Education Code Sections 87763-87765, 87780, 87787, 88190 et seq. and 88192;

Labor Code Sections 245 et seq.

*Affected by Academic Employee Master Agreement, Article XXIII

Adopted:	2-13-68	Technical	4-26-99
Revised:	4-10-89	Update	
Revised:	2-28-94		

BOARD POLICY

5510

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

STUDENT ACCIDENT INSURANCE

The Chancellor shall ensure that students are covered by accident insurance in those instances required by law or contract.

Except for specific exemptions required by law, this insurance coverage is secondary to any primary/existing insurance coverage a student/participant may have and may be subject to a deductible.

Employees shall adhere to procedures for reporting accidents and injuries, as stipulated by the Office of Risk Management.

Reference:

Education Code Section 72506

BOARD POLICY

6100

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

CURRICULUM

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor or designee shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

~~A curriculum committee shall be established at each college by the mutual agreement of the College President and the Academic Senate. The procedures established shall include the requirement that courses of instruction and educational programs shall be written by faculty teaching in instructional and educational programs. The college will provide training opportunities for persons involved in all aspects of curriculum development. All programs and courses approved by the Academic Senate shall be forwarded to the College President for review. The President shall forward the approved programs and courses and recommendations for program deletions to the Chancellor for his/her review and to the Board of Trustees for its review and final approval. Individual degree applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree applicable credit and degree applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.~~

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development; and
- consideration of job market and other related information for career and technical education programs.

Pursuant to BP-2100.1, the Board shall rely primarily upon the advice of the Academic Senates regarding appropriate action for curriculum. ~~All courses of instruction and educational programs shall be submitted to the California Community Colleges Chancellor's Office for approval, except as provided in California Code of Regulations.~~

All new programs and program discontinuances shall be approved by the Board of Trustees.

All new programs shall be submitted to the California Community Colleges Chancellor's Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

Revised:	06/26/89	Revised:	05/27/08
Revised:	04/26/99	Revised:	06/17/13
Revised:	05/22/06		

CREDIT HOUR

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a “credit hour” program or a “clock hour” program.

The Chancellor or designee will establish procedures which prescribe the definition of “credit hour” consistent with applicable Title 5 and federal regulations, as they apply to community college districts.

The Chancellor or designee shall establish procedures to assure that curriculum at the District complies with the definition of “credit hour” or “clock hour,” where applicable. The Chancellor or designee shall also establish procedure for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

~~The Academic Senates, in consultation with the curriculum committees, shall regularly monitor college curriculum to assure that it is current and appropriate pursuant to the Program and Course Approval Handbook published by the Chancellor’s Office of the California Community Colleges and job market and other related information for vocational and occupational programs. The Academic Senates shall report to the Board of Trustees annually in February on the currency and appropriateness of curriculum for each program and course under review.~~

~~The colleges shall not offer programs and courses that fail to meet the curriculum standards in the Program and Course Approval Handbook, relevant state laws and regulations, and accreditation standards. If such a failure occurs, the College President shall direct the appropriate faculty to immediately conduct and complete curriculum review and bring the programs and courses into compliance.~~

References:

Education Code Sections 70901(b), 70902(b) and 78016;

Title 5 Sections 51000, 51022, 55100, 55130 and 55150;

U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.

34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8;

ACCJC Accreditation Standards II.A and II.A.9

Revised:	06/26/89	Revised:	05/27/08
Revised:	04/26/99	Revised:	06/17/13
Revised:	05/22/06		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Classified Administrators
Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators' personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. NEW PERSONNEL APPOINTMENTS

1. **ACADEMIC EMPLOYMENT** (Ratified – Pursuant to Board Policy 4002.1)

- a. BOBADILLA, LIZZET, is to be employed as Counselor (EOPS/Guardian Scholar), Pos. #P0013519, School of Student & Counseling Services, Irvine Valley College, effective August 31, 2018. Approximate Salary Placement: Range III, Step 1. This is a new position approved by the Board of Trustees on April 30, 2018. **Education:** M.S., Counseling; California State University, Long Beach; B.A., Social Work; California State University, Long Beach

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Anderson, Chathi	Equivalency	Speech/IVC	1	08/20/18
Bulloch, David	Equivalency	AEWD/SC	1	08/20/18
Frydenberg, Jia	PhD/Education	ESL/SC	5	08/20/18
¹ Gustin, Christopher	Equivalency	Kinesiology/IVC	1	08/20/18
² Harris, Helen	MA/TESOL	AESL/SC	2	08/20/18
Holland, Mitchell	Equivalency	Kinesiology/SC	1	08/20/18
Ledford, Tyrone	MS/Human Development	Human Development/IVC	2	08/20/18
Lim, Shanna	Equivalency	Art/IVC	1	08/20/18
Liu, Nancy	Equivalency	Communication Arts/SC	5	08/20/18
Major, James	MA/Nursing	Nursing/SC	3	08/20/18
Penna, Anthony	BA/Art Studies	Arch. Drafting/SC	1	08/20/18
Roberts, Kaitlin	Equivalency	English/IVC	2	08/20/18
Tennant, Joan	MA/Exercise Science	Kinesiology/SC	2	08/20/18
Vakil Asadollahei, Elham	PhD/Mechanical Engineering	Engineering/IVC	5	08/20/18

¹ Current NBU Employee, Coaching Aide, Irvine Valley College

² Correction to August 27, 2018 Board agenda, assignment was previously listed as ESL/SC.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Bailey, Cheryl	OETF Faculty Co-Coordinator 1	\$4,098.00	08/20/18-12/19/18
Baker, Mike	Formaldehyde Training 5	\$61.74	08/17/18-08/17/18
Caiozzo, Vincent	Methylene Chloride Training 4	\$61.74	08/17/18-08/17/18
Cruz, Raul	Dance Choreographer/Stu. Mentor	\$2,200.00	08/20/18-12/19/18
Fanai Khayat, Sara	Formaldehyde Training 4	\$61.74	08/17/18-08/17/18
Fanai Khayat, Sara	Methylene Chloride Training 2	\$61.74	08/17/18-08/17/18
Ghuloum, Adam	Chair, Economics	\$2,732.00	08/20/18-12/19/18
Haeri, Shadi	Formaldehyde Training 2	\$61.74	08/17/18-08/17/18
Hernandez, Jerry	Co-Chair, Kinesiology H/Athletics 1	\$2,732.00	08/20/18-12/19/18
Hollenbaugh, Robert	Chair, Sociology	\$1,366.00	08/20/18-12/19/18
Kageyama, Glenn	Formaldehyde Training 1	\$61.74	08/17/18-08/17/18
Kelly, Mark	Methylene Chloride Training 5	\$61.74	08/17/18-08/17/18
King, Donna	Chair, Human Development	\$2,390.50	08/20/18-12/19/18
Kirk, Julie	Chair, Visual Arts	\$7,513.00	08/20/18-12/19/18
Mirfakhrai, Koorosh	Methylene Chloride Training 1	\$61.74	08/17/18-08/17/18
Murali, Manjari	Formaldehyde Training 3	\$61.74	08/17/18-08/17/18
Noroozi, Zahra	OETF Faculty Co-Coordinator 2	\$4,098.00	08/20/18-12/19/18
Perry, Don	Methylene Chloride Training 6	\$61.74	08/17/18-08/17/18
Sun, Sandra	Methylene Chloride Training 8	\$61.74	08/17/18-08/17/18
Taylor, Yemmy	Chair, Psychology	\$3,415.00	08/20/18-12/19/18
Titus, Jodi	Chair, Geography	\$1,707.50	08/20/18-12/19/18
Weatherford, Ted	Co-Chair, Kinesiology H/Athletics 2	\$2,732.00	08/20/18-12/19/18
Zigmont, Sarah	Methylene Chloride Training 7	\$61.74	08/17/18-08/17/18

Total for Month: General Fund/IVC	\$ 35,724.88
2018-2019 IVC FISCAL YEAR TOTAL TO DATE	\$188,044.92

B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Beckham, Jack	Writing Center Coordinator	\$2,049.00	08/20/18-12/19/18
Brondi, Maura	Customized ServSafe Training	\$740.88	08/15/18-08/15/18
Cubbage, April	Distance Education Co-Coordinator	\$6,830.00	08/20/18-12/19/18
Duffy, Michelle	Curriculum Comm. Chair	\$4,098.00	08/20/18-12/19/18
Duffy, Michelle	AVID	\$1,366.00	08/20/18-12/19/18
Durgom-McQuown, Lynn	Costume Designs – Spring Performances	\$3,000.00	02/01/18-06/06/18
Engels, Michael	AVID	\$2,732.00	08/20/18-12/19/18
Gilman, Bruce	AVID	\$1,366.00	08/20/18-12/19/18
Hernandez-Bravo, Carmenmara	Co-Chair, International Languages	\$6,761.70	08/20/18-12/19/18
Jenkins, Tina	AVID	\$5,464.00	08/20/18-12/19/18
Langrell, Jenny	Library Coordinator	\$4,098.00	08/20/18-12/19/18
Murray, Peter	AVID	\$4,098.00	08/20/18-12/19/18
Nadeau, Bouchra	Co-Chair, International Languages	\$751.30	08/20/18-12/19/18
Ochoa, Lucas	Forensic Coach	\$5,250.00	08/20/18-12/19/18
O'Rourke, Shawn	Forensic Coach	\$5,250.00	08/20/18-12/19/18
Quinlan, Emily	AVID	\$1,366.00	08/20/18-12/19/18
Steinriede, Lindsay	Chair, Dance	\$3,756.50	08/20/18-12/19/18

Total for Month: General Fund/Saddleback College **\$ 58,977.38**
2018-2019 SC FISCAL YEAR TOTAL TO DATE **\$ 146,449.67**

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Romero, Amanda	CTE Committee Faculty Co-Chair 2	\$2,732.00	08/20/18-12/19/18
Tiongson, Edwin	Coord. Elevate AAPI @ IVC Project	\$9,055.20	05/29/18-08/10/18

Total for Month: Non-General Fund/Irvine Valley College **\$ 11,787.20**
³**2018-2019 IVC FISCAL YEAR TOTAL TO DATE** **\$ 128,093.96**

³ \$200 has been deducted from 2018-2019 YTD total. Board agenda for July 30, 2018 included a stipend for Paula Potenza however she is not serving as Early College Facilitator 5 for the 2018 fall semester.

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND -
Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Afshari, Maryam	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Andre, Joy	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Bagwell, Janet	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Barlow, Daniel	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Beckham, Jack	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Beckham, Jack	LVLUP-English PD-IVC Workshop	\$576.24	08/10/18-08/11/18
Bird, Chrissy	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Black, Janine	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Brosch, Melissa	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Bulloch, David	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Bumbesti, Mircea	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Busick, Elizabeth	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Casil, Amy	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Cavazzi, Bentley	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Cioczek-Georges, Renata	AB 705 Math Training	\$100.00	08/13/18-08/13/18
Cuthbertson, Denise	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Daniels, Brittany	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Eid, Marguerite	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Eldred, Stacy	AEWD- Faculty Coordination	\$6,833.00	08/20/18-12/19/18
Engels, Michael	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Faulk, John	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Futami, Kimberly	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Gabdrakhmanova, Farida	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Gordon, Sara	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Green Denise	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Hall, Peggy	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Heffner, Jessica	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Hinman, Gretchen	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Hoggatt, Mandy	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Hoggatt, Michael	AEWD Faculty Coordination	\$2,733.02	08/20/18-12/19/18
Hoggatt, Michael	BSI Co-Chair Fall 2018	\$2,058.00	08/13/18-12/07/18
Hoida Mulholland, Bridget	LVLUP-Eng1B Faculty Mentor Fall 2018	\$2,634.24	08/15/18-12/14/18
Hong, Song	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Inman-Olinger, Alex	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Jimenez, Laura	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Kim, Robin	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Lu, Jianhua	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND -
Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
Lynch, Stephanie	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Mackie, Linda	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
McCord, Krisanna	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
McDermott, Kim	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
McMurtrey, Megan	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Medling, Jane	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Moinfar, Teheran	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Morain, Janice	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Myhren, Brett	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Nadeau, Bouchra	LVLUP Int'l Lang. Faculty Mentor	\$2,634.24	08/15/18-12/14/18
Nelson, Candy	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Ochi, Shellie	LVLUP-Eng390 Faculty Mentor	\$1,317.12	08/15/18-12/14/18
Ochi, Shellie	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Pfeiler, Donna	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Rangel, Efren	CalWORKS Coordination	\$4,445.28	08/20/18-12/19/18
Ranz, Joshua	Clarinet Masterclass	\$650.00	04/30/18-05/04/18
Renault, Irene	LVLUP-SASP-Instructor Orient Mtg	\$82.32	08/09/18-08/09/18
Ried, Silenia	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Scarfone, Femia	LVLUP-ESL Faculty Mentor F18	\$2,634.24	08/15/18-12/14/18
Schantz, Doris	AB 705 Math Training	\$100.00	08/13/18-08/13/18
Schantz, John	AB 705 Math Training	\$100.00	08/13/18-08/13/18
Seaman, Carolyn	BSI Librarian LibGuides, SUM18	\$2,500.00	05/29/18-08/10/18
Seaman, Carolyn	BSI/OER Librarian, F18	\$1,500.28	08/13/18-12/07/18
Sebei, Eman	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Seddighzadeh, Noushin	AB 705 Math Training	\$100.00	08/13/18-08/13/18
Shaffer, Gina	LVLUP-Eng1A Faculty Mentor F18	\$2,634.24	08/15/18-12/14/18
Shaffer, Gina	LVLUP-English PD-IVC Workshop	\$576.24	08/10/18-08/11/18
Signo-Jackson, Janet	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Smith, Kathryn	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Sommerville, Nancy	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Sundaram, Renuka	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Tomlinson, Kristen	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Vellanoweth, Dominic	Adult Education CTE Curriculum	\$2,634.24	07/02/18-08/10/18
Voisard, Norbert	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Walker, Tina	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Walsh, Dan	V-CAT Project Exhibit Review	\$2,058.00	05/29/18-08/10/18
Ward, Robert	NSF Includes	\$1,029.00	08/13/18-08/16/18
Wetlesen, Sandra	AESL Faculty Prof. Development	\$500.00	08/20/18-12/19/18

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
⁴ Wetlesen, Sandra	CASAS CIT/Citizenship Interviews for ESL Students	\$411.60	07/03/18-08/10/18
Wolff, Michele	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Yurko, Matthew	Week of Workshops Facilitator	\$200.00	08/14/18-08/17/18
Zach, Alicia	BSI Librarian LibGuides, SUM18	\$2,500.00	05/29/18-08/10/18
Zach, Alicia	BSI/OER Librarian F18	\$1,500.28	08/13/18-12/07/18
Zaino-Hall, Rebecca	AEWD Faculty Prof. Development	\$500.00	08/20/18-12/19/18
Zimmerman, Ray	LVLUP-Eng200 Faculty Mentor F18	\$1,975.68	08/15/18-12/14/18
Zimmerman, Ray	LVLUP-English PD-IVC Workshop	\$576.24	08/10/18-08/11/18

Total for Month: Non-General Fund/Saddleback College \$ 68,140.46
2018-2019 SC FISCAL YEAR TOTAL TO DATE \$ 113,099.24

D. WORKLOAD BANKING

1. SCOTT, DANIEL, ID #16995, Accounting/Business Management Instructor, Pos. #P0003973, School of Business Sciences, Irvine Valley College, is requesting a banked workload leave for the Spring Semester 2019, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ⁵KIYOCHI, EMIKO, ID #017520, Japanese Instructor, Humanities and Languages & Learning Resources, Irvine Valley College, Position #P0007222, resignation effective May 24, 2018. Payment is authorized for any compensated time off. (Start date: August 15, 2016)

⁴ Correction to August 27, 2018 Board agenda. Activity was previously listed as Adult Ed CTE Curriculum. Stipend amount is included correctly on the August 27, 2018 Board agenda, therefore the amount of \$411.60 is not included in the total for the month of September.

⁵ Correction to resignation effective date. Was originally listed incorrectly on the August 27, 2018 Board agenda with an effective date of August 8, 2018.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Faculty Conversion to Canvas One-Time Stipends

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Those academic employees personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Bradley, Michael	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Felder, Stephen	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Houseman, Steve	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Bahadori, Masih	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Urell, Robert	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18

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	-
TOTAL TO DATE:		\$ 456,500.00

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Allah, Nancy	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Duffy, Michelle	Canvas Conversion, Hybrid	\$2,500.00	05/29/18-08/12/18
Howlett, Scott	Canvas Conversion, Online	\$5,000.00	01/16/18-05/24/18
Ikuta, Carolyn	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Jesrai, Alica Danesh	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Kiernan, Maria	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Kihyet, Connie	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Kouritas, Georgios	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Lovett, Margot	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Luke, Gary	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Medling, Jane	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Nelik, Amit	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Petka, Kevin	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Petri, Andrea	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Pittaway, Holly	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Proppe, Jean	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Smith, Basil	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Walker, Tina	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
White, Christina	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18

September 24, 2018	SC Canvas Conversion	\$ 56,500.00
August 27, 2018	SC Canvas Conversion	184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00

TOTAL TO DATE:	\$ 728,000.00
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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- a. APODAC, SANJA is to be employed as Laboratory Assistant, Categorical, Pos. #P0013223, Division of Health Sciences and Human Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 1, 25 hours per week, 12 months per year, effective September 3, 2018. This position was approved by the Interim Chancellor on March 7, 2018. Employment in this position is contingent upon funding by the Strong Workforce Local MLT.
- b. ARANGO, MONSERAT is to be employed as Financial Aid Specialist, Categorical, Pos. #P0005142, Financial Assistance and Scholarships, Enrollment Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Step 2, 40 hours per week, 12 months per year, effective September 4, 2018. Employment in this position is contingent upon funding by the Board Financial Assistance Programs (BFAP).
- c. DUGGINS, KRISTEN is to be employed as Manager, Office of the Chancellor and Trustee Services, Pos. #P0013520, Office of the Chancellor, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 10, Step 2, 40 hours per week, 12 months per year, effective September 10, 2018. This position was approved by the Interim Chancellor on April 3, 2018.
- d. FRANCKE, MELISSA LOUISE is to be employed as Admissions and Records Specialist I, Pos. #P0002999, Admissions and Records, Enrollment Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Step 2, 40 hours per week, 12 months per year, effective September 11, 2018.
- e. KAVAZOV, VIOLETA JULIAN is to be employed as Financial Aid Specialist, Pos. #P0002790, Financial Assistance and Scholarships, Enrollment Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Step 1, 40 hours per week, 12 months per year, effective August 27, 2018.
- f. LAMASON, MATTHEW is to be employed as Network Systems Technician I, Pos. #P0004070, Technology Services, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, Step 1, 40 hours per week, 12 months per year, effective August 27, 2018.
- g. RAY, CECILIA GAYE is to be employed as Senior Accounting Specialist, Pos. #P0004074, Accounting, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 131, Step 3, 40 hours per week, 12 months per year, effective September 10, 2018.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- h. ¹SHACKLEFORD, ROCHELLE M. is to be employed as Accounting Assistant, Pos. #P0004832, Student Payment and Veterans Offices, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 1, 29 hours per week, 12 months per year, effective September 6, 2018.

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)

- 1. ADMISSIONS AND RECORDS SPECIALIST I, Pos. #P0014253, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 116, Admissions and Records, 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 22, 2018. This position was approved by the Chancellor on August 22, 2018.
- 2. ELECTRICIAN, Pos. #P0014326, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 128, Facilities, Maintenance and Operations, Irvine Valley College, seeks authorization to establish and announce this part-time, 29 hours per week, 12 months per year position to its staff complement, effective September 4, 2018. This position was approved by the Chancellor on September 4, 2018.

C. REORGANIZATION

- 1. IRVINE VALLEY COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - a. **RECLASSIFY** OFFICE ASSISTANT, Pos. #P0006914, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, part-time, 29 hours per week, 12 months per year;
TO ADMINISTRATIVE ASSISTANT, Pos. #P0006914, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year position, effective August 6, 2018.
 - i. **PROMOTE** HALEY LYNN KING, ID #022607, from OFFICE ASSISTANT, Pos. #P0006914, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, part-time, 29 hours per week, 12 months per year; to ADMINISTRATIVE ASSISTANT, Pos. #P0006914, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 1, full-time, 40 hours per week, 12 months per year, effective August 6, 2018.

¹ Related to Keith Shackelford, Dean of Health Sciences, Kinesiology and Athletics, Irvine Valley College.

C. REORGANIZATION – Continued

1. IRVINE VALLEY COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
 - b. **RECLASSIFY** OPERATIONS PLANNING SPECIALIST, Pos. #P0004900, Operations Services, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, full-time, 40 hours per week, 12 months per year;
TO SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0004900, Operations Services, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year position, effective August 6, 2018.
 - i. **PROMOTE** NIKKITA V. PULIYANDA, ID #013626, from OPERATIONS PLANNING SPECIALIST, Pos. #P0004900, Operations Services, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 126, Step 6, full-time, 40 hours per week, 12 months per year; to SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0004900, Operations Services, Facilities, Maintenance and Operations, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 6, full-time, 40 hours per week, 12 months per year, effective August 6, 2018.

D. CHANGE OF STATUS

1. IRVINE VALLEY COLLEGE (IVC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cacho, Katrina	P0009512, Matriculation Specialist	P0004934, Senior Matriculation Specialist, Categorical	127/3	40	08/20/2018
Cordova, Mario	P0009511, Matriculation Specialist	P0003594, Senior Matriculation Specialist, Categorical	127/1	40	08/20/2018
Salinas, Katia	P0005121, Admissions and Records Evaluator, Categorical	P0003322, Articulation Specialist	127/3	40	05/14/2018

2. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Rodriguez, Adalberto	P0003483, Extended Opportunity Program Specialist – Bilingual	P0010874, Program Outreach Specialist, Categorical	131/1	40	08/28/2018

E. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Kennedy, Scott	P0004403, Police Sergeant	P0012756, Police Operations Lieutenant	12/1	40	07/01/2018
Ojeda, Nathan	P0008927, Accounting Assistant	P0014040, Senior Accounting Specialist	131/1	29	08/15/2018

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Romero, Phillip	P0002572, Police Officer	P0014116, Police Sergeant	IV/2	40	08/24/2018

2. IRVINE VALLEY 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>
Ford, Robert	P0004683, Network Systems Technician III	P0013791, Network Systems Administrator	140/5	40	08/14/2018

3. DISTRICT SERVICES **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Emmil-Lugo, Alison	P0004463, Human Resources Assistant	P0014082, Human Resources Specialist	127/1	40	08/10/2018

F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued

4. DISTRICT SERVICES **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Nahavandi, Kamron	P0003669, Human Resources Assistant	P0014081, Human Resources Specialist	121/2	40	08/31/2018

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Aguilar, Erik	Public Safety Assistant/IVC	09/06/2018	N/A
Chavez, Christian	Transfer Center Specialist/IVC	01/04/2019	N/A
Espinoza, Ariana	Program Assistant, Categorical/SC	08/16/2018	N/A
Faulkner, Richard	Laboratory Technician, Chemistry/IVC	08/23/2018	N/A
Lin, Stacy	Administrative Assistant/DS	09/12/2018	N/A
Livingstone, Tammy	Student Development Office Assistant/IVC	09/14/2018	N/A
Roman, Edward	Police Officer/IVC	08/31/2018	N/A
Lindboe, Donald	Student Payment and Veterans Offices Manager/SC	12/30/2018	12/31/2018

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

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>
Ayers, Wanda	Dispatcher/Records/IVC	22.67	07/01/18-06/30/19
Bartlomain, Joyce	Manager, Office of the Chancellor and Trustee Services/DS	39.88	08/09/18-09/14/18
Bustos Hernandez, Clemente	Police Officer/IVC	30.02	07/01/18-06/30/19
Devine, Marina	Program Assistant, Categorical/SC	22.12	08/20/18-06/30/19
Fandel, Karla	Laboratory Technician, Photography and Art/IVC	24.42	08/24/18-06/30/19
Garcia, Amy	Communications Specialist/DS	27.63	08/28/18-06/30/19
Hillawi, Hamsa	Laboratory Technician, Chemistry/SC	24.42	07/30/18-06/30/19
Mulroy, Joseph	Accompanist/IVC	26.95	08/20/18-06/30/19
Ong, Lay Chin	Admissions and Records Specialist II/IVC	23.24	07/30/18-06/30/19

- The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018** and **2018/2019** academic years, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Abrahams, Lawrence	Coaching Aide/IVC	25.00	08/01/18-06/30/19
Araujo Rodriguez, Sanjuana	Outreach Aide/SC	13.50	08/01/18-06/30/19
Brown, Lucy	Project Specialist/SC	18.00	06/15/18-06/30/18
Brown, Lucy	Project Specialist/SC	18.00	07/01/18-06/30/19
¹ Bui, Brian	Project Specialist/IVC	18.00	08/02/18-06/30/19
Carrillo, Evan	TMD Aide/SC	12.00	07/09/18-06/30/19
Cornaire, Natalie	Project Specialist/SC	27.50	07/01/18-06/30/19
Deverrick, George	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Devine, Marina	Project Specialist/SC	22.00	08/02/18-08/19/18
Duncan, Christine	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Fertal, Thomas	Campus Security Officer/SC	16.00	08/02/18-06/30/19
Franco Roman, Maria	Project Specialist/IVC	20.00	07/01/18-06/30/19
Garcia, Armando	Project Specialist/IVC	20.00	08/06/18-06/30/19
Garey, Sarah	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Golbad, Kia	Project Specialist/IVC	19.50	08/01/18-06/30/19
Gustin, Christopher	Coaching Aide/IVC	25.00	07/01/18-06/30/19

¹ Related to Brooke Bui, Interim Dean of Liberal Arts, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2017/2018** and **2018/2019** academic years, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Hatcher, Kalob	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Henderson, Aaron	Project Specialist/IVC	12.00	07/01/18-06/30/19
Hitchens, Hayley	Project Specialist/SC	11.50	08/09/18-06/30/19
Hunt, Kyle	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Lancaster, Thomas	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Lengyel-Leahu, Kristia	Project Specialist/SC	50.00	08/17/18-06/30/19
Levin, Neil	TMD Aide/SC	11.50	08/21/18-06/30/19
Lopez, Marvin	TMD Aide/SC	11.50	08/23/18-06/30/19
Lyles Reed, LaMaiyah	Project Specialist/IVC	20.00	07/01/18-06/30/19
Matt, Hannah	Coaching Aide/IVC	25.00	08/23/18-06/30/19
Mendiola, Fabrizio	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Murray, Colton	Coaching Aide/IVC	25.00	08/01/18-06/30/19
Namiranian, Armita	Project Specialist/IVC	19.50	08/01/18-06/30/19
Nguyen, Nhi	Project Specialist/IVC	13.50	08/20/18-06/30/19
Obbus, Ivan Marko	Project Specialist/SC	11.50	07/30/18-06/30/19
Pellegrino, Alexandria	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Pulido, Yesenia	Coaching Aide/IVC	25.00	08/15/18-06/30/19
Rowe, Daniel	TMD Aide/SC	12.00	07/09/18-06/30/19
Straling, Louise	Project Specialist/IVC	55.00	08/06/18-06/30/19
Susnjara, Anthony	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Tenius, Guilherme	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Tugatong, Jitphatsorn	Project Specialist/IVC	14.00	07/24/18-06/30/19
Windisch, Ryan	Coaching Aide/IVC	25.00	07/01/18-06/30/19
Wyche, Sonja	Project Specialist/DS	30.00	08/13/18-06/30/19
Yarnell, Emily	Project Specialist/IVC	13.50	07/19/18-06/30/19

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 **2018/2019** academic year.

<u>Name</u>	<u>Start/End Date</u>
Farokh Siar, Farahnaz	07/24/18-06/30/19
Gustave, Geraldine	08/03/18-06/30/19
Jordan, Ziyah	08/03/18-06/30/19
Kim, Hongsheen	08/23/18-06/30/19
Nikzad, Gita	08/01/18-06/30/19
Ortiz, Johanna	08/20/18-06/30/19
Ponce, Freddy	08/03/18-06/30/19
Torres, Brenda	08/20/18-06/30/19

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** 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>
Alay, Angel	Tutor/SC	13.00	08/10/18-06/30/19
Alvino, Cody	Tutor/SC	12.50	08/10/18-06/30/19
Bedolfe, Tamara	Tutor/SC	13.00	08/15/18-06/30/19
Burridge, Jeanette	Clinical Skills Specialist/SC	30.00	08/21/18-06/30/19
Chen, Shujuan	Tutor/SC	15.00	07/01/18-06/30/19
Davis, Joseph	Tutor/IVC	12.00	07/01/18-06/30/19
Defluiter, David	Clinical Skills Specialist/SC	20.00	08/16/18-06/30/19
Diamantopoulos, George	Tutor/IVC	12.50	07/30/18-06/30/19
East, Noah	Tutor/SC	13.00	08/15/18-06/30/19
Edu, Jostine Louise	Tutor/IVC	12.50	08/10/18-06/30/19
Eldem, Esra	Tutor/SC	13.50	08/15/18-06/30/19
Godinez, Eduardo	Tutor/IVC	12.00	08/21/18-06/30/19
Halasz, Sarah	Tutor/SC	13.00	08/10/18-06/30/19
Hendi, Nima	Tutor/IVC	12.00	08/03/18-06/30/19
Kibria, Samiha	Tutor/IVC	12.00	07/01/18-06/30/19
Lanthier Bandy, Julie	Administrative Professional Expert/SC	70.00	08/15/18-06/30/19
Maganzani, Nicolo	Tutor/SC	12.50	08/15/18-06/30/19
McCann, Ciara	Tutor/SC	13.00	08/08/18-06/30/19
Mogahi, Saman	Tutor/SC	12.50	08/10/18-06/30/19
Morishita, Kylie	Tutor/SC	12.00	08/15/18-06/30/19
Nivinskus, Taylor	Tutor/SC	12.50	08/16/18-06/30/19
Paganelli, Casey	Tutor/SC	13.00	08/16/18-06/30/19
Palmer, Matthew	Tutor/SC	13.00	08/15/18-06/30/19
Pratt, Ryan	Clinical Skills Specialist/SC	20.00	08/17/18-06/30/19
Raut, Siddhesh	Tutor/IVC	12.00	08/03/18-06/30/19
Razaghi Rafsenjani, Seyedeh Tannaz	Tutor/IVC	11.50	08/20/18-06/30/19
Rivera-Patton, Maximiliano	Tutor/SC	12.50	08/10/18-06/30/19
Roberts, Tatiana	Tutor/SC	13.00	08/15/18-06/30/19
Romero, Yvette	Captionist (Real-Time)/SC	42.00	08/20/18-06/30/19
Salahshori Ardestani, Parmiss	Tutor/SC	13.00	08/15/18-06/30/19
Schneider, Emma	Tutor/SC	12.50	08/15/18-06/30/19
Sharafleslami, Ramtin	Tutor/SC	12.50	08/10/18-06/30/19
Stone, Hannah	Tutor/SC	13.00	08/15/18-06/30/19
Syquia, Ramer Karlo	Tutor/SC	13.50	08/15/18-06/30/19
Tisani, Malik	Tutor/SC	12.50	08/10/18-06/30/19
Truong, Diane	Tutor/SC	13.50	08/23/18-06/30/19
Von Kostka, Joanne	Medical Professional/IVC	35.00	07/31/18-06/30/19
Zimmerman, Curtis	Tutor/IVC	12.00	07/01/18-06/30/19

B. VOLUNTEERS

- ²The following individuals are to be approved as **Volunteers** for the **2018/2019** and **2019/2020** academic years.

Division of Advanced Technology and Applied Sciences, Saddleback College

Abediyeh, Shadi	Aghakhanloo, Saman	Alexia, Nick
Allen, Adrianna	Ameri, Daria	Arnett, Kyle
Asadi Abolverdi, Vida	Aylor, Savannah	Balla, Zane
Bang, Yerin	Barajas, Alexiz	Baugh, Sophie
Berninzon, Eric	Block, Gabriela	Borovinsky, Ryan
Boujikian, Alisha	Bowling, Jon	Brannon, Connor
Brock, Sabrina	Brooks, Tyler	Budreau, Maggy
Bulkley, Joseph	Burt, Peyton	Cabrera, Edward
Cacciapaglia, Gianna	Canzoneri, Mason	Carrillo, April
Catanghal, Ethan	Chastain, Rachel	Cherland, Logan
Clothier, Cael	Coleman, K. C.	Cornejo, Edgardo
Cortes, Alex	Cramer, Michael	Darland, Cole
Delis, Michael	Del Pizzo, Sophia	Derbyshire, Kendall
Dickerson, Charles	Dimnik, Cynthia	Dimson, Matthew
Doherty, Cade	Dougherty, Jessica	Dudley, Mitchell
Dunagan, Alex	Duncan, Emma	Duplissey, David
Edwards, James	Enfinger, Charlie (Jorli)	Estahbanati, Izad
Fabela, Chris	Favero, Axel	Ferrari, Shane
Flores, Jacob	Fox, Adam	Franklin, Matthew
Frederiksen, Evan	Freedlander, Terry	Gaebel, Kelly
Galaviz, Enrico	Gallagher, Taylor	Garcia, Laura
Gavin, Anthony	George, Kamryn	Ghafari, Parina
Glenn, Ashley	Golley, Graham	Gomes, Caroline
Gomez, Max	Gonzales, German	Gonzalez, Sheccid
Graff, Allyson	Granados, John	Guiremand, James
Guzman, Christopher	Hamada, Simone (Lili)	Hans, Isabel
Hansen, Peyton	Haroutunian, Phillip	Harriague, Andre
Hartanov, Sara	Hawthorne, Hunter	Hayes, Matthew
Healy, Matthew	Hendrickson, Shayden	Henry, Matthew
Hernandez, Nicholas	Herr, Zane	Hibler, Monica
Hippensteel, Mary	Holbrook, Kari	Holdsclaw, Zoe
Hyde, Delia	Jacobs, Lilyan	Johnson, Jessica
Johnson, Rebecca	Kamalmaz, Shan	Karim, Natalie
Karbasizadeh, Elina	Karn, Jessica	Kelley, Richard D.
Kelly, Danielle	Kennamore, Mitchell	Keppler, Kat
Kim, Yoonsoo	King, Owen	Klemm, Bich
Kosidowski, Kyle	Kroll, Ai Linh	Kuras, Edina
Lahaderne, Michael	Lathouwers, Andrew	Lee, Hannah
Leventhal, McKenna	Lewis, Dylan	Lim, Josephine
Limon, Daniel	Lind, Henry	Liscio, Mason
Lucidi, Massimo	Luna, Marcus	Lynch, Eric

² Correction: Pin Ju "Lucy" Ho will not be serving as a volunteer for the School of Languages and Learning Resources at Irvine Valley College, as indicated on the August 27, 2018 Classified Agenda.

B. VOLUNTEERS – Continued

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** and **2019/2020** academic years.

Division of Advanced Technology and Applied Sciences, Saddleback College

Mannos, Max	Mansoor, Andrew	Maples, Cody
Mathe, Mehdi	Maurer, Olivia	McCormack, Jack
McGowan, Christian	McWilliams, Evan	Medina, Vicente
Moeller, Kyle	Moll, Ellyn	Morrison, Ariana
Morse, Jordyn	Naji, Hadeel	Nakasone, Vanessa
Nash, Noah	Nenad, Nicholas	Ngo, Emmeline
Nguyen, Katie	Niblick, Matthew	Nickel, Patrick
Nikkhah, Afsheen	Niknam, Mateen	Novoa, Ryan
Obial, April Rose	O'Donoghue, Sean	Olson, Taylor
Ong, Joshua	Orville, Austin	Osorio, Miriam
Owens, William	Pandya, Margi	Parker, Kathryn
Parker, Kellan	Partsch, Jacquelyn	Patla, Kelli
Perez, Darian	Phillips, Cameron	Pohle, Evelyn
Potts, Christian	Pula, Seila	Rainos, Rafael
Randle, John	Redington, Mica	Reshat, Melisa
Rivas, Adriana	Rivera, Shannon	Riyhani, Yasamine
Robinson, Krystalle	Roche, Nicolas	Rodriguez, Bianca
Rojas, Amanda	Roper, Andrew	Rothfuss, Madison
Salgado, Dylan	Sampson, Nathan	Sangalang, Michaela
Savoie, Shay	Sayer, Jacob	³ Schwartz, Trenton
Scott, Jonathan	Seitz, Madeline	Sellers, Casey
Shabro, Jackson	Sharifi-Hedayat, Sadriyeh	Shelleau, William
Silva, Nathan	Smith, Emma	Smith, Jessica
Smith, Jonah	Snow, Kendall	Soltesz, Ana
Sommer, Jade	St.Clair, Siena	Stebbins, Sophi
Stotelmyre, Austin	Strome, Valerie	Swoboda, Casey
Tarca, Jack	Tayani, Saara	Tellez, Nathan
Thais, Sarah	Torres, Mariah	Tropila, Sydney
Turner, Shane	Tuscano, Jan Di Carlo	Vargas, Kenyi
Villalobo, Luis	Villanueva, Bernice	Vilsack, Hali
Vitshue, Jonathan	Vosseler, Laurel	Wagner, Michaela
Walther, Shane	Ward, Allie	Ward, Tyler
Wegis, Devin	Welkowsky, Logan	Wenzel, Thomas
Wight, Bailey	Willis, Alyssa	Wongsanguan, Brayton
Wood, Toni	Woodburn, Max	Wynn, Kristin
Young, William	Zagorski, Pete	Zelden, Tristan
Zenk, Jaegar	Zhang, Kaiwei	Zucker, Stephanie

School of the Arts, Irvine Valley College

Crossman, Diana

³ Related to Lois Schwartz, Contracts Specialist, District Services.

B. VOLUNTEERS – Continued

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** and **2019/2020** academic years.

School of Business Sciences, Irvine Valley College

Cote, Christian Francis, Abraham

School of Guidance and Counseling, Irvine Valley College

Adams, John	Celaya, Stephan	Gusiff, Kymberly M.
Hernandez, Rigoberto	Nething, Deby	Peregrino, Karla
Sandoval, Adriana	Thiessen, Pauline	Torres, Maria

Division of Kinesiology and Athletics, Saddleback College

Fidz-Gonzalez, Bernardo	Fong, Stephen	Garcia, Ashley
Kleinfeld, Julie	Knight, Aurora	Loper Leddy, Kay
Macias, Jocelyn	Nguyen, Alex	Noble, Sophia
North, Isabel	Ortiz, Daniel	Roybal, Cecilia
Schott, Jeremy	Siron, Jordan	Sisson, Austin
Stuetz, Mike	To, Brian	Torgeson, Noah
Troiano, Kyle	Welch, Jessica	

School of Kinesiology, Health, and Athletics, Irvine Valley College

Kimm, Edward

Division of Liberal Arts, Saddleback College

Hernandez, Cain

School of Languages and Learning Resources, Irvine Valley College

Komuro, Fumiko	Ozawa, Rie	Wang, Taemi
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School of Life Sciences and Technologies, Irvine Valley College

Forde, Sarah

Division of Social and Behavioral Sciences, Saddleback College

Wicks, Theodora

Student Equity and Special Programs, Saddleback College

Cartee, Tamara	Garcia, Ashley	Knight, Aurora
Lerman, Charlene	Mahr, Broox	Rodriguez, Betty
Torres, Cesar	Wilson, Kaylee	

School of Social and Behavioral Sciences, Irvine Valley College

Heydarzadeh
Sheykhangafsheh, Zahra

Division of Wellness, Social Services and Child Development Center, Saddleback College

Oldfather, Carlia	Smith, Jonathan
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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District Initial Proposal to California School Employees Association (CSEA) Chapter 586

ACTION: Review and Study

BACKGROUND

Government Code 3547 requires that all initial proposals from an exclusive representative of public school employees shall be presented at a public meeting of the Board of Trustees and shall thereafter be a matter of public record. In addition, before collective bargaining may take place, both the initial proposal of the exclusive representative and the community college district shall be made public for a reasonable time so that members of the public have the opportunity to express themselves regarding either of the initial proposals to the Board of Trustees.

STATUS

In preparation for contract negotiations, the District has prepared its initial proposal (see Exhibit A) for Board acceptance for review and study to modify, amend, or terminate the Master Agreement and to begin negotiations.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District's initial proposal for review and study for the purpose of negotiations with CSEA Chapter 586 and set a public hearing on the proposal at the regularly scheduled October 2018 Board meeting.

**INITIAL PROPOSAL
FROM THE SOUTH ORANGE COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER # 586
September 24, 2018**

The collective bargaining proposal presented herein by the South Orange Community College District (District) to the California School Employees Association and its Chapter #586 (CSEA) is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties as a result of the Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, the passage of SB 866 amending sections 3550-3553 of the Government Code and section 88167 of the Education Code.

**ARTICLE 2
ORGANIZATIONAL SECURITY**

Pursuant to Article 19.2 of the CSEA Chapter 586 Agreement, the District intends to propose language to replace Article 2 – Organizational Security – to the extent that the language in the Agreement has been severed by operation of the US Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31* and the concurrent passage of SB 866.

This proposal is being made pursuant to Article 2 of the Collective Bargaining Agreement, which provides for reopening of any policy or procedure that has been expressly found to be unconstitutional. Accordingly, as a result of the Janus decision, the District intends to meet with CSEA in order to arrive at satisfactory replacement language for the Article.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Planning Services for State Chancellor's Office Submittals, Facilities Planning & Programming Services, Inc.

ACTION: Approval

BACKGROUND

On June 25, 2012, June 17, 2013, and June 23, 2014, the Board of Trustees approved funding for the FPP, IPP and 5 Year Plans project. On August 22, 2016, and June 26, 2017, the Board of Trustees approved funding for the Educational Facilities Master Plan project.

Planning services are necessary for State Chancellor's office submittals including space inventory, five year plan, initial project proposals (IPP), and final project proposals (FPP). These plans lead to potential state funding and must align with the District's Educational Facilities Master Plan.

STATUS

On August 24, 2018, and August 31, 2018, SOCCCD ran a newspaper advertisement for Planning Services for the State Chancellor's Office Submittals. Additional marketing efforts included posting the Request for Qualifications on the District's website and providing notice to firms that previously expressed interest in this work.

On September 11, 2018, four proposals were received and members of district services and college staff evaluated the submittals. Criteria for selection includes: technical merit, references, experience of consultants with community colleges, and confirmation that the fee proposal was fair, reasonable and matched the desired scope of work (EXHIBIT A). Staff recommends award of the Planning Services for the State Chancellor's Office Submittals agreement (EXHIBIT B) to Facilities Planning & Programming Services, Inc., in the amount of \$1,575,000, for a period of five (5) years. The not-to-exceed annual fees are broken down by fiscal year as follows:

Fiscal Year	Fees
2018-2019**	\$415,000
2019-2020	\$285,000
2020-2021	\$285,000
2021-2022	\$285,000
2022-2023	\$285,000
Total	\$1,555,000

** includes one-time fee of \$130,000 for comprehensive Space Inventory.

Basic aid funds are available in the approved FPP, IPP and 5 Year Plans project and for the Educational Facilities Master Plan project budgets with additional funding requested during the upcoming funding cycle.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Planning Services for the State Chancellor's Office Submittal agreement (EXHIBIT B) with Facilities Planning & Programming Services, Inc., for a total contract amount of \$1,555,000, for the period covering September 24, 2018 through September 23, 2023.

**Request for Qualifications & Proposals No. 366D
Planning Services for State Chancellor's Office Submittals**

South Orange County Community College District

September 24, 2018

COMPANY NAME	CITY	TECHNICAL RATING	ANNUAL HOURS	ANNUAL FEES	5 YEAR CONTRACT FEES
ALMA Strategies	Sacramento, CA	631	190-480	\$65,000 ¹	\$325,000
Facilities Planning & Program Services, Inc.	Yorba Linda, CA	610	1,230-1,484	\$285,000 ²	\$1,555,000 ³
Cambridge West Partnership, LLC	Tustin, CA	560	948 ⁴	\$246,200 ¹	\$1,231,000
tBP Architecture	Anaheim, CA	524	408	\$97,000	\$487,000

¹Includes neither architectural services required for FPP development nor comprehensive space inventory

² Negotiated Fee, includes architectural services required for FPP development and comprehensive space inventory

³ Five (5) year contract fee total includes a one-time fee of \$130,000 for a comprehensive space inventory

⁴Estimated from fees/hourly rate



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PLANNING SERVICES FOR STATE CHANCELLOR'S OFFICE SUBMITTAL AGREEMENT FACILITIES PLANNING & PROGRAM SERVICES, INC.

This AGREEMENT is made and entered into this 24th day of September in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Facilities Planning & Program Services, Inc., 22607 La Palma Ave. Suite 407, Yorba Linda, CA 92887 hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain CONSULTANT services for Planning Services for State Chancellor's Office Submittal, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed to provide consulting services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'S services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of PROJECT. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one PROJECT executive, one or more PROJECT managers and architects. The CONSULTANT shall designate Ron Beeler, as PROJECT Executive, and a management team of Eric Mittlestead and Jim Rogaski as PROJECT Managers, Gensler Architects, and other staff to be determined. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the

CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A PROJECT manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

- 1.5. **Relationship of CONSULTANT to Other PROJECT Participants.** CONSULTANT'S services hereunder may be provided in conjunction with applicable contracts between the DISTRICT and others providing services in connection with the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the PROJECT deliverables. The CONSULTANT shall perform its duties in accordance with its contract with the DISTRICT. CONSULTANT shall coordinate all work with other DISTRICT CONSULTANTS as necessary to complete contract requirements.
- 1.6. **PROJECT Schedule.** The CONSULTANT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The CONSULTANT shall submit for the DISTRICT'S approval a schedule for the performance of the CONSULTANT'S services which adheres to State Chancellor's Office submittal deadlines. The time limits established by this AGREEMENT 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 services necessary to produce a reasonably complete and accurate set of documents.
- 2.2. **PROJECT Scope.** The CONSULTANT will provide all services and documents necessary to provide a complete submittal to the state chancellor's office for:

Space Inventory:

- a. Comprehensive Space Inventory (Year 1 only):
1. Review existing space inventory data in FUSION.
 2. Obtain and review all available building floor plans at each site.
 3. Provide recommendations regarding special areas/ buildings of interest.
- b. Annual Update to Space Inventory (Years 1-5):
1. Physical walk-through of modified areas identified by the Directors of Facilities at each of the colleges.
 2. Physical walk-through of areas identified in FUSION as deactivated spaces.
 3. Utilize a Facilities Maintenance Operations (FMO) representative to open all locked rooms requiring access.
 4. Reconciliation meeting, one per college, with district and college representatives including at a minimum: college Director of Facilities and District Executive Director of Facilities, to discuss deactivated spaces and TOPS Code assignments.

- c. Space Inventory Report and FUSION Update: Following DISTRICT/College review and approval of space inventory evaluation findings/changes provide a comprehensive update to data within the FUSION database.
 - 1. Prepare a written space inventory update report for DISTRICT/College review. Recommend modifications to Room Use code and/or TOPS code if appropriate.
 - 2. Provide spreadsheets that compare existing space inventory data with recommended changes for each building.
 - 3. Attend one meeting per college to facilitate DISTRICT understanding of the cap load ratio implications prior to space inventory update in FUSION database. Incorporate agreed upon changes.
 - 4. Update all DISTRICT space inventory in the FUSION database for a complete Space Inventory Submittal.
 - 5. Assist with answering Facilities Planning Unit (FPU) Specialist questions during submittal review period.

Five Year Plan (5YP):

- a. Provide a detailed analysis of the district-wide 5YP PROJECT priorities to ensure that the order of listed PROJECTS aligns with the current Education and Facilities Master Plan objectives and maximizes available points for FPP submittals at both colleges.
 - 1. Discuss alternatives with the DISTRICT is there is a need for revision to the order provided by the DISTRICT.
 - 2. Analyze campus Weekly Student Contact Hours (WSCH) and Full Time Equivalent Faculty (FTEF) distribution to accurately reflect data from previous fall semester. Revise projections for both WSCH and FTEF, if necessary. Work with college and district to ensure accuracy of reported numbers.
- b. Review the PROJECT description, anticipated schedule and funding type with DISTRICT and update if necessary.
- c. Ensure that all primary and secondary effects are incorporated and ordered appropriately. Provide spreadsheet analysis for each PROJECT and its secondary effects segmented by category with lab types and square footage identified.
- d. Meet with Director of Facilities at each college to ensure that all college level PROJECTS meeting the threshold for inclusion in the 5YP are included.
- e. Revise FUSION database to include all required and associated updates including confirmation of Location list accuracy.
- f. Coordinate delivery of signed documents to State Chancellor's Office within deadline and in required quantities.

- g. Assist with answering FPU Specialist questions during submittal review period.

Initial PROJECT Proposal (IPP), up to two for each college or a total of four;

- a. Develop and review each IPP three page submittal with DISTRICT.
 - 1. Work with campus constituents on programming needs and impact to PROJECT.
- b. Ensure that established scope and budget assumptions remain accurate. Provide modified recommendations to result in accurate FUSION data. Make corrections as noted.
- c. Recommend any changes to improve accumulated points for state consideration including review of space inventory submittal for future improvement.
- d. Identify if any actions (CEQA etc.) are necessary before moving PROJECT to FPP status.
- e. Coordinate delivery of signed documents to State Chancellor's Office in required quantities, if needed.
- f. Assist with answering FPU Specialist questions during proposal review period.

Final PROJECT Proposal (FPP), one each for each college;

- a. Review any existing FPP submittals. Work with DISTRICT to maximize FPP submittal PROJECT choices including which PROJECT, category type, primary use type, etc.
- b. If alternate choice to existing is determined best option or no existing FPP is in play with the State Chancellor's Office: Facilitate four programming design sessions per college with full college constituency represented to provide understanding of Planning process, facilitate programming decisions and evaluate/ contribute to space allocation discussions in relationship to cap/load ratio impact.
- c. Work with DISTRICT to facilitate College and DISTRICT Administrations participation and understanding of the contract implications with the State Chancellor's Office upon FPP submittal and to finalize defined program.
- d. Update all components of the FPP submittal including the State Administrative Manual PROJECT justification section. Provide draft format to DISTRICT for review. Incorporate requested changes.
- e. Ensure that program data is current with college needs and maximizes accumulated points for state consideration. Develop graphic representation of programming to meet State Chancellor's Office requirements.
- f. Develop, update or review cost estimate: Review estimate working with District staff to capture any categories that may have been added or evaluate existing categories that may have changed in scope since initial submittal. Ensure all line items are accounted for and PROJECT funds are fully represented.

- g. Identify funding match amount required for PROJECT viability. Identify areas that are not state supportable or that might require more funding than allowable by state formulas. Work with DISTRICT staff to understand all PROJECT budget considerations.
 - h. Provide a draft of each FPP for review by May 1st or sooner with DISTRICT comments returned within seven calendar days to allow one week for any modifications.
 - i. Attend two Board of Trustees meetings if requested by DISTRICT: 1) when presentation is made for budget planning and 2) when presentation is made for State Chancellor's Office submittal. Provide a narrative or graphics related to any changes between the two presentations.
 - j. Coordinate delivery of signed documents to State Chancellor's Office in required quantities.
 - k. Assist with answering FPU Specialist questions during proposal review period.
- 2.3. **Meetings.** Included in the PROJECT scope is one kick off meeting between all DISTRICT participants to discuss general parameters and to define the approach and two to four meetings per campus (for a maximum of two to four - one day visits) related to the FPP development and to arrive at the final program scope for each college's submittal. It is possible that one or more of these meetings may be held as a phone conference if approved in advance by DISTRICT. Attend two Board of Trustees meetings if requested by DISTRICT.
- 2.4. **Coordination Efforts.** The CONSULTANT will describe any coordination issues and schedule milestones/deadlines with shared governance groups or DISTRICT PROJECT participants.
- 2.5. **Chancellor Office Follow Up.** The CONSULTANT will assist the DISTRICT in answering all follow up questions from the state chancellor's office during their period of evaluating the PROJECT for submittal to the Legislative Analyst Office.

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1. **Additional Services.** Additional services are not set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment A for Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Regulatory Revisions. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. Scope Change after Approvals. Providing services required because of significant changes made in the PROJECT after approval of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule.
- c. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
- d. CONSULTANT Coordination. Providing services, other than coordination and incorporation of information into the deliverables, in connection with the work of CONSULTANTS retained by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation 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 five (5) years. Services under this AGREEMENT shall be diligently performed by the CONSULTANT with a completion date of September 23, 2023.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. The term may be extended due to delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
 - a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
 - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or

alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT'S proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect

CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-CONSULTANT, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance, with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned, and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) 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. 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. The CONSULTANT shall require any architectural sub-CONSULTANT 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

- 6.1. **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this AGREEMENT shall consist of the following not to exceed prices:

	<u>Description</u>	<u>Anticipated Annual Hours</u>	<u>Annual Fee</u>	<u>Total Fee</u>
a.	Five Year Construction Plan Update for five years and Space Inventory for years two through five billed hourly using Attachment A	333-366	\$ 75,000	\$375,000
b.	Updated 2018-2019 Space Inventory Fee and Comprehensive Space Inventory during breaks for one time lump sum cost Year One only		\$ 130,000	\$130,000
c.	Initial PROJECT Proposal(s) up to four per year at \$6,500	100-134	\$ 26,000	\$130,000

	EA/IPP resubmittal at \$3,500 EA			
d.	Final PROJECT Proposal			
	Irvine Valley College Resubmittal – year one at \$20,000 EA/year two through five at \$8,000 EA	400-462	\$92,000	\$460,000
	Saddleback College Resubmittal – year one at \$20,000 EA/year two through five at \$8,000 EA	400-462	\$ 92,000	\$460,000
	TOTAL	1233-1424		\$1,555,000

- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-CONSULTANT or subcontractor to the CONSULTANT, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3. **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.
- 6.4. **District Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT’S receipt of CONSULTANT’S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the CONSULTANT or any Contractor.
- 6.5. **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.

- 6.6. **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.
- 6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and 100% payment will be made upon DISTRICT acceptance of each phase.
- 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 thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See ATTACHMENT A) or as a fixed fee.
- 6.10. **Reimbursable Expenses** N/A
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and 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.

ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The deliverables including FUSION updates and all associated backup prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such deliverables supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is completed. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned documents at its sole discretion for all or part of this or another PROJECT for the DISTRICT. If the documents are reused for another PROJECT for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and the colleges

during all aspects of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT.

- 7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy via email or thumb drive in both the software format and PDF format upon submittal to the state. If work is terminated prior to submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **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.

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 (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the

reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.

- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.5. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. **CONSULTANT Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall

render decisions in a timely manner pertaining to documents submitted by the CONSULTANT. CONSULTANT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, CONSULTANT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or CONSULTANTS. The DISTRICT shall notify CONSULTANT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Brandye K. D'Lena, Executive Director of Facilities Planning

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the PROJECT. 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 components.
- 10.4. **District CONSULTANTS.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT.
- 10.5. **Reliable Information.** The CONSULTANT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONSULTANT'S obligations under this AGREEMENT.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT if greater 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 errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.
- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in

CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

- 11.11. **Permits/Licenses**. CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications**. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Brandye K. D'Lena
Executive Director, Facilities Planning
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
bdlena@socccd.edu

CONSULTANT
Ron Beeler
President
Facilities Planning & Program Services, Inc.

22607 La Palma Ave, Suite 407
Yorba Linda, CA 92887
ronbeeler@fpps.us

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

- 11.14. **Severability**. If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire AGREEMENT/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations,

representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CONSULTANT.

- 11.16. **Binding AGREEMENT**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

CONSULTANT
Facilities Planning & Program Services, Inc.

DISTRICT
South Orange County Community College District

Ron Beeler
President

Ann-Marie Gabel
Vice Chancellor, Business Services

(Date)

(Date)

(Taxpayer number)

Attachment A Criteria for Billing Hourly Work

ATTACHMENT A: CRITERIA AND BILLING FOR HOURLY WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for services. The hourly rates reflected below shall be effective by date of execution of this Contract and shall be revised each twelve (12) months; thereafter, as listed.

CONSULTANT Services	2018-2019 Fee Per Hour	2019-2020 Fee Per Hour	2020-2021 Fee Per Hour	2021-2022 Fee Per Hour	2022-2023 Fee Per Hour
PROJECT Executive	\$ 205	\$ 210	\$ 215	\$ 220	\$ 225
Program Manager	\$ 195	\$ 200	\$ 205	\$ 210	\$ 215
Principal Planner/ Planner (Gensler)	\$ 240	\$ 240	\$ 240	\$ 240	\$ 240
PROJECT Designer (Gensler)	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185

RFQ&P - Exhibit C

SAMPLE: TEMPLATE FOR MONTHLY INVOICE

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

PROJECT Manager
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Date: TBD
SOCCCD PROJECT Number: TBD
CONSULTANT Invoice number:
Purchase Order: TBD

PROJECT: Name College
Name of Services

CONSULTANT TBD

CONSULTANT Address

City / State / Zip code

Phone Number

Professional Services from Month/01/Year - Month/31/Year

Billing	Percent of Fee	Fee	% Comp	Earned	Previous Billing	Current Billing	Balance Remaining
Task I		XX.00		0.00	0.00	0.00	XX.00
Task II		XX.00		0.00	0.00	0.00	XX.00
Task III		XX.00					
TOTAL CONTRACT AMOUNT		0.00		0.00	0.00	0.00	XX.00
<i>Amendment 01</i>							
REVISED CONTRACT AMOUNT		0.00	0.00	0.00	0.00	0.00	XX.00

Reimbursable Expenses

List reimbursable items

Total Reimbursable rate at 1.1 times

TBD 1.1 TBD

TOTAL THIS INVOICE

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Staff May Respond to Public Comments from the Previous Board Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment was made by a Saddleback College faculty member at the August 27 board meeting requesting a process for faculty who pass away before they retire be granted with emeritus status. This request has been forwarded to the Academic Senate presidents at Irvine Valley College and Saddleback College. The Academic Senate's primary function is to make recommendations with respect to academic and professional matters as mutually agreed upon. The Board will defer to the Academic Senates' recommendation and will not be addressing the matter at this time.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: 2019 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 2019 Teachers of the Year Recognition Ceremony will be held on Friday, November 2, 2018 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 nominee being honored at the recognition ceremony is Kenneth Lee, Horticulture Instructor from Saddleback College and the district finalist is Kari Tucker-McCorkhill, Psychology Instructor from Irvine Valley College.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
09/05/18 6:00-7:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Jai Syal, CPA	Becoming a CPA Through the UC System
09/10/18 6:00 – 10:50pm	BGS 104	Lisa Elston	FASH 31: Fashion / Textiles	Randi Winters	Spinning Fibers
09/10/18 7:00pm	BGS 148	Jeanne Robinson	Intro to Travel and Tourism	Denise Roche	Sea Dream Yacht Presentation
09/18/18 12:00pm	VIL – 27-1	Erin Miller	ENV 1: Environmental Studies	Beryl Lewis	Environmental Policy and Civic Action
09/19/18 6:00-7:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Bill Peterson, CPA	Pathway to CPA “The Grind & Requirements”
09/24/18 7:00pm	BGS 1489	Jeanne Robinson	Intro to Travel and Tourism	Hayley Burbank	Ayers Hotel and Suites
09/24/18 5:00pm	SSC 211`	Sam Abbas	Pre-Health	Sierra Myers	Cope H
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Steven Bailey	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Katie Porter	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Mike Levin	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Marggie Castellano	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Cottie Petrie Norris	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Matthew Harper	Candidate Forum
9/26/18 11:30am	McKinney Theatre	Emily Quinlan	Pre-Law Society	Scott Rhinehart	Candidate Forum
10/03/18 6:00-7:00pm	BGS 254	Jane Medling	Accounting Society Club Meeting	Omid Missaghian	Volunteer Income
10/08/18 7:00pm	BGS 148	Jeanne Robinson	Intro to Travel and Tourism	Phil, Phyl and David Anderson	How to Be Successful in the Travel Industry

10/18/18 3:00 – 4:00pm	BGS 352	Christina Ghanbarpour	Gender & Sexuality Studies	Yanira Mendez	Healthy Relationships
11/05/18 7:00pm	BGS 148	Jeanne Robinson	Intro to Travel and Tourism	Pam Sutherland + 2 Additional AA Flight Attendants	What it Means to be a Flight Attendant and How to Interview Properly to Get the Job
10/29/2018 5:00 PM	SCI III	Sam Abbas	Pre-Health	David Lane	What Whittier College has to offer in academics & undergraduate research opportunities

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
9/19/18 12:30pm	B 248	Kathryn Urell	COUN 4 Stress Management	Caryn Sussman	Mindfulness
10/8/18 12:30pm	B 248	Kathryn Urell	COUN 4 Stress Management	Master Luh	Tai Chi
10/11/18 7:00pm	BSTIC 212	Ed Benoe	ACCT 206 Individual Income Taxation	Omid Missaghian and Maria Mugica	Volunteer Income Tax Assistance (VITA) / Earned Income Tax Credit (EITC)
10/16/18 7:00pm	BSTIC 117	Candy Huie	ACCT 207 Business Income Taxation	Omid Missaghian and Maria Mugica	Volunteer Income Tax Assistance (VITA) / Earned Income Tax Credit (EITC)
10/22/18 12:30pm	B 248	Kathryn Urell	COUN 4 Stress Management	Ta Nesha	Yoga
11/7/18 12:30pm	B 248	Kathryn Urell	COUN 4 Stress Management	Sky Tetsuka	Financial Planning
12/3/18 12:30pm	B 248	Kathryn Urell	COUN 4 Stress Management	Archana	Energy Work Chakras

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

STATUS

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT
September 24, 2018

CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: http://www.socccd.edu/about/about_planning.html. The next EFMP process is scheduled for FY 2018-2019. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	Aug 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	<i>Oct 2018</i>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

Status: Construction Phase: *Stadium Utilities*

In Progress: *DSA Back-check of Increment 2.*

Recently Completed: *Installed the Mechanically Stabilized Earth (MSE) retaining wall storm drain across the existing practice fields, and replaced landscaping in all storm drain work areas. Submitted DSA revision, transferring all stadium site utilities from Increment 2 to Increment 1, to continue project progress while the remainder of Increment 2 is back-checked.*

Focus: *Obtain Increment 2 (structure) DSA approval and perform overall project schedule impact analysis due to the DSA review duration. Complete Design-Build Entity remaining sub-trades buyout. Monitor steel tariffs impact. Coordinate final outfall design with County of Orange.*

2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The existing TAS Building may be demolished with a new parking lot proposed; however, related discussions regarding potential repurposing of the building and assessment are underway. See SC TAS Building Assessment in this report.

Start Preliminary Plans	Oct 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Sept 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sept 2019	Advertise for FF&E	Pending
DSA Final Approval	Sept 2020	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. The original basic aid assignment of \$1,956,000 met design costs. On February 28, 2011, the Board approved \$6,799,055. On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 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.

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,433)	\$ 1,308,622
ATAS Building	\$0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,567	\$65,408,622
District Funding Commitment:	\$8,755,055	\$56,653,567	\$65,408,622
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$63,452,622	\$65,408,622

Status: *Program Validation Phase.*

In Progress: *Prepare design phase Notice to Proceed (NTP) and finalize program validation with project's stakeholders.*

Recently Completed: *Contract execution and kick-off meeting with project stakeholders.*

Focus Issue: *Initiate the design process and schedule design review meetings with ATAS and Athletics division user groups, Saddleback Facilities, Maintenance and Operations (FMO) Staff, Information Technology (IT) and Police Department.*

3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located northwest of the existing Health/Sciences building, will co-locate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. State match adjusts annually and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$7,626,000	\$50,493,000
District Funding Commitment:	\$12,814,000	\$16,990,000	\$29,804,000
Anticipated State Match:	\$30,053,000	\$(9,364,000)	\$20,689,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$10,145,180

Status: Pursuing state funding match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those held in a "recommended for funding" status during the 2018-2019 funding cycle. The state has since evaluated all projects for 2019-2020 fiscal year and are recommending this project for funding.

Recently Completed: The State Chancellor's office developed a project list for the 2019-2020 fiscal year Department of Finance submittal. The project was approved at the July 2018 Consultation Council meeting.

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Board of Governor's agenda to verify the project is moving forward in the state process. The project will move forward to the September Board of Governor's meeting.

4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks in order to provide access control and enhance safety. This project will match the standard found at the Science Building, with hardware synchronized to software monitored by the Saddleback College police.

Criteria Development	Apr 2018	Award D-B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Dec 2018	FF&E	N/A
DSA Final Approval	Jan 2019	DSA Closeout	Pending

Budget Narrative: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 of their ADA funds to this effort. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from

college general funds. State Scheduled Maintenance allocation across FY 2015-16, 2016-2017, 2017-2018 totals \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
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: Design phase.

In Progress: Beta phase design is underway.

Recently Completed: Held preliminary meeting with DSA. Criteria document review and field surveys of beta phase buildings completed. Developed and implemented room number designations for the software program. *Board approved DSA Inspection services.*

Focus: *Design-Build team and user groups review of beta design. Complete documents for DSA submittal. Procure construction management services.*

IRVINE VALLEY COLLEGE

1. BARRANCA ENTRANCE (LASER WAY)

Project Description: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access including landscaping leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	Mar 2011	Complete Construction	Apr 2017
Complete Working Drawings	Mar 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	N/A

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Close out Phase: Southern California Edison (SCE) and the City of Irvine.

In Progress: Project close-out. Finalize SCE landscaping easement.

Recently Completed: *Staff completed negotiation on easement cost.*

Focus: *Review SCE landscaping easement purchase agreement with legal.*

2. FINE ARTS PROJECT

Project Description: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/23/2014, 8/22/2016 and 6/26/2017. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$8,974,680 outstanding. State match adjusts annually and is identified below. The District revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding. Project budget includes additional funds identified to address escalation not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,800,000	\$24,362,000
Anticipated State Match:	\$25,141,000	\$(6,643,000)	\$18,498,000
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,387,320
Unallocated District Contribution:			\$ 8,974,680

Status: Pursuing State Funding Match: Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: Community college projects were identified for the first and second year funding release. The State Chancellor's office recommended that these projects hold their

positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those the State Chancellor's Office held in a "recommended for funding" status during the 2018-2019 funding cycle. The state has since evaluated all projects for the 2019-2020 fiscal year and are recommending this project for funding.

Recently Completed: State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. The project was approved at the July 2018 Consultation Council meeting.

Focus: Continue to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Board of Governor's agenda to verify the project is moving forward in the state process. The project will move forward to the September Board of Governor's meeting.

4. NEW PARKING LOT

Project Description: This project includes development of a 135,000 square foot, lighted parking lot creating 400 additional parking spaces. The project 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, consolidated in response to utility requirements.*

Start Preliminary Plans	Sep 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Dec 2017	Complete Construction	Feb 2019
Complete Working Drawings	Mar 2018	Advertise for FF&E	Oct 2018
DSA Final Approval	Jun 2018	DSA Close Out	May 2019

Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the phase II parking scope.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: *Construction Phase.*

In Progress: *Receive contract documents and provide construction Notice to Proceed.*

Recently Completed: Board approved contracts for construction, construction management, testing & inspection, and DSA inspection services. Staff engaged DSA in a pre-application meeting to discuss battery storage project preliminary construction documents.

Focus: Mobilize for construction. Issue bid documents for the SCE construction project to aggregate incoming electrical service. Continue battery energy storage design.

5. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building with an estimated 2,335 assignable square feet (ASF), 3,403 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. 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	Sep 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Dec 2018
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.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase.

In Progress: Receive contract documents and provide construction Notice to Proceed.

Recently Completed: Board approved contracts for construction, construction management, testing & inspection, and DSA inspection services.

Focus: Mobilize for construction.

ATEP

1. ATEP DEMOLITION

Project Description: This project is for facilities and infrastructure *demolition at* the former Tustin Marine Corps Air Station to facilitate ATEP site *development*. This project *occurred in* phases. *Six* are complete *and* one additional phase *is* required after the land exchange between the County and SOCCCD is complete. The schedule below will be updated after transfer of County land is complete.

Start Preliminary Plans	TBD	Award Construction Contract	TBD
Start Working Drawings	TBD	Complete Construction	TBD
Complete Working Drawings	TBD	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013. On April 22, 2004, the Board approved \$7,000,000. On June 17, 2013, the Board approved \$6,700,000 to fund additional demolition projects as a result of the land exchange.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

Status: On hold. Awaiting demolition upon completed land exchange.

In Progress: *Staff is* monitoring the City and Navy *progress for* county land *transfer* to District so the demolition can be completed. The most recent estimate for the land exchange is by the end of calendar year 2018.

Recently Completed: On hold.

Focus: On hold.

2. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were 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	Sept 2017
DSA Final Approval	Sept 2016	DSA Close Out	Aug 2018

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$0	\$ 1,950,000	\$ 1,950,000

Status: Project Closeout

In Progress: SCE coordination for Battery storage installation. Battery storage equipment scheduled for mid-October delivery. *Staff is addressing warranty issues as necessary.*

Recently Completed: *The District received DSA Project Certification.*

Focus: *Obtain photovoltaic and battery storage interconnect agreement with utility agency allowing both systems to “go live”.*

3. ATEP – UTILITIES AND INFRASTRUCTURE

Project Description: The utilities and infrastructure project supports the ATEP *IDEA* Building and some future development. Utility and infrastructure construction includes partial site utility infrastructure, utility laterals and vehicular, bicycle and pedestrian circulation at the northeast and a small central portion of the ATEP campus.

Start Preliminary Plans	Oct 2015	Award Construction Contract	Oct 2016
Start Working Drawings	Nov 2015	Complete Construction	Apr 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jun 2016	DSA Close Out	Aug 2018

Budget Narrative: Budget reflects Board action on 6/22/2015 and 8/22/2016. On June 22, 2015, the Board approved \$7,000,000. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

Status: Project Closeout. *This project will be removed from future Facilities Reports.*

In Progress: N/A.

Recently Completed: *The District received DSA project certification.*

Focus: N/A

4. 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	Mar 2017	Award Construction Contract	Pending
Start Working Drawings	Aug 2018	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	N/A
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: *Design Phase.*

In Progress: Design Phase.

Recently Completed: *Staff accepted a draft project schedule based on design timeline and projected DSA review.*

Focus: *Staff is validating the schedule for Phase I signage.*

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, aid with energy savings programs, and recommend various sustainability projects. The project has two phases, the first develops building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process. *Staff will update the schedule below when Phase II begins.*

Kick Off, Phase I	Jan 2017	Start Plan Development	Feb 2017
Start Research/Analysis	Jan 2017	Complete Plan	May 2017
Complete Research/Analysis	Feb 2017	Final Plan, Phase I	Nov 2017

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: Between Phase I and II efforts.

In Progress: Determining committee facilitator and composition for Phase II.

Recently Completed: Phase I final plan.

Focus: Develop *Phase II* scope of work and committee composition.

2. ADA TRANSITION PLAN AND SELF EVALUATION

Project Description: The ADA Transition project audited District-wide access compliance and prioritized, budgeted and scheduled the District's Americans with Disabilities Act

(ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Oct 2018	Start Report Development	Feb 2019
Start Research/Analysis	Oct 2018	Complete Report Development	Apr 2019
Complete Research/Analysis	Jan 2019	Final Report	May 2019

Budget Narrative: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase I work complete. Meetings with District and college steering committee and work groups to begin in September.

In Progress: *The consultant is reviewing existing District policies.*

Recently Completed: Award of Phase II, Self-Evaluation agreement.

Focus: Kick off Phase II, Self-Evaluation.

3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

Project Description: This project develops District-wide technology and building access control standards for capital construction projects and provides technology oversight during construction. The standards will inform construction documents establishing design guidelines for telecommunications/network infrastructure and associated equipment.

Kick Off	Jul 2017	Start Report Development	Oct 2017
Start Research/Analysis	Jul 2017	Complete Draft Report	Apr 2018
Complete Research/Analysis	Sep 2017	Final Report	Aug 2018

Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000. On May 21, 2018, the Board approved \$25,000.

	Original	Revision	Total
Project Budget:	\$460,000	\$125,000	\$585,000
District Funding Commitment:	\$460,000	\$125,000	\$585,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$125,000	\$585,000

Status: Recommendations phase.

In Progress: Complete campus standards and procurement processes for cable infrastructure, audio visual, access control and wireless.

Recently Completed: *End users are reviewing final security standards.*

Focus: *Staff is evaluating contract requirements for close-out.*

4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing condition. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Report Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Report	Mar 2019
Complete Research/Analysis	Mar 2019	Final Report	Jun 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.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: *Phase One (Underground Utility Systems Designating Phase) at Saddleback College.*

In Progress: *The contractor is locating Saddleback College underground utility structures, documenting utility room use and location, and collecting historical records.*

Recently Completed: *Staff compiled all available as-built drawings to develop the initial background. The contractor acquired aerial pictures of Saddleback College for topographic survey and located existing underground routes of all parking lot lights.*

Focus: *The mapping process continues at Saddleback College using electromagnetic tools, ground penetrating radar (GPR), ram rods, robotic cameras and other investigation tools.*

5. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

Project Description: The Saddleback College Science & Mathematics (SM) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	Jul 2018	Start Report Development	Sep 2018
Start Research/Analysis	Jul 2018	Draft Report	Oct 2018
Complete Research/Analysis	Sep 2018	Final Report	Jan 2019

Budget Narrative: Budget reflects Board action on 6/22/2015 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board also approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

	Original	Revision	Total
Project Budget:	\$750,000	\$200,000	\$950,000
District Funding Commitment:	\$750,000	\$200,000	\$950,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$200,000	\$950,000

Status: *Assessment Phase.*

In Progress: *Staff and consultant are analyzing and assessing data collected during the SM Building field investigation. The consultant is developing cost estimates for building renovation and replacement options.*

Recently Completed: *Field investigation completed at IVC.*

Focus: *Staff and consultants are completing data assessment.*

6. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code

requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

Kick Off	Jul 2018	Start Report Development	Aug 2018
Start Research/Analysis	Jul 2018	Draft Report	Sep 2018
Complete Research/Analysis	Aug 2018	Final Report	Sep 2018

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

	Original	Revision	Total
Project Budget:	\$175,000	\$0,00	\$175,000
District Funding Commitment:	\$175,000	\$0,00	\$175,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$175,000	\$0,00	\$175,000

Status: *Assessment Phase.*

In Progress: *Staff and consultant are analyzing and assessing data collected during the TAS Building field investigation. The consultant is developing cost estimates for building renovation and replacement options.*

Recently Completed: *Field investigation completed at TAS Building.*

Focus: *Staff and consultants are finalizing assessment and feasibility study.*

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

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A and 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, 2018 (EXHIBIT A) and August 31, 2018 (EXHIBIT B). A review of current revenues and expenditures for FY 2018-2019 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of July 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	2,632,479	70,967	2.70%
State Sources	8600-8699	70,069,588	69,629,407	2,313,649	3.32%
Local Sources	8800-8899	255,319,299	256,871,799	12,291,201	4.78%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	329,133,685	14,675,817	4.46%
FISCAL AGENT PASS THROUGH	8970-8979	4,528,571	4,528,571	378,151	8.35%
INCOMING TRANSFERS	8980-8989	6,446,040	6,446,040	-	0.00%
TOTAL SOURCES OF FUNDS		\$ 409,696,057	410,808,376	85,754,048	20.87%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	95,455,837	2,777,090	2.91%
Classified Salaries	2000-2999	59,257,036	59,242,036	21,108	0.04%
Employee Benefits	3000-3999	61,420,772	61,420,772	4,070,090	6.63%
Supplies & Materials	4000-4999	9,360,109	9,367,844	205,251	2.19%
Services & Other Operating	5000-5999	43,630,360	43,401,410	3,294,262	7.59%
Capital Outlay	6000-6999	15,603,835	15,815,050	303,745	1.92%
Payments to Students	7500-7699	3,467,749	4,580,068	85,364	1.86%
Total Expenditures		\$ 288,170,698	289,283,017	10,756,911	3.72%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,235,000	1,235,000	58,917	4.77%
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	-	0.00%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	(109,538)	0.00%
Total Other Uses		80,519,412	80,519,412	(50,621)	-0.06%
TOTAL USES OF FUNDS		368,690,110	369,802,429	10,706,290	2.90%
ENDING FUND BALANCE		\$ 41,005,947	41,005,947	75,047,758	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 23,847,231	23,847,231		
Reserve for Economic Uncertainties		13,858,716	13,858,716		
College Reserves for Economic Uncertainties		3,300,000	3,300,000		
TOTAL RESERVES		\$ 41,005,947	41,005,947		

NOTE: As of July 31, 2017 actual revenues to date were **24.84%** and actual expenditures to date were **2.90%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	3,717,073	3.67%
Restricted Budget Allocation		45,338,840	45,338,840	3,009,561	6.64%
Total Revenue		146,646,222	146,646,222	6,726,634	4.59%
INCOMING TRANSFERS	8980-8989	3,796,040	3,796,040	-	0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 167,327,864</u>	<u>167,327,864</u>	<u>23,612,236</u>	14.11%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 58,033,926	58,058,926	1,982,202	3.41%
Classified Salaries	2000-2999	30,774,599	30,759,599	12,536	0.04%
Employee Benefits	3000-3999	33,816,018	33,816,018	2,380,027	7.04%
Supplies & Materials	4000-4999	7,377,701	7,385,186	114,148	1.55%
Services & Other Operating	5000-5999	21,729,991	21,501,291	1,176,573	5.47%
Capital Outlay	6000-6999	9,822,234	10,033,449	205,449	2.05%
Payments to Students	7500-7699	2,588,395	2,588,395	85,274	3.29%
Total Expenditures		\$ 164,142,864	164,142,864	5,956,210	3.63%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 885,000	885,000	58,917	6.66%
Other Transfers	7400-7499	-	-	-	
Total Other Uses		885,000	885,000	58,917	6.66%
TOTAL USES OF FUNDS		<u>165,027,864</u>	<u>165,027,864</u>	<u>6,015,127</u>	3.64%
LOCATION OPERATING BALANCE		<u>\$ 2,300,000</u>	<u>2,300,000</u>	<u>17,597,109</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,300,000</u>	<u>2,300,000</u>		

NOTE: As of July 31, 2017 actual revenues to date were 21.89% and actual expenditures to date were **3.25%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	4,183,775	6.36%
Restricted Budget Allocation		21,595,323	22,707,642	1,027,195	4.52%
Total Revenue		87,423,839	88,536,158	5,210,970	5.89%
INCOMING TRANSFERS	8980-8989	2,100,000	2,100,000		0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 94,781,189</u>	<u>95,893,508</u>	<u>10,468,320</u>	10.92%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,258,855	33,258,855	1,104,100	3.32%
Classified Salaries	2000-2999	18,807,573	18,807,573	4,205	0.02%
Employee Benefits	3000-3999	21,234,208	21,234,208	1,486,150	7.00%
Supplies & Materials	4000-4999	1,875,908	1,876,158	85,256	4.54%
Services & Other Operating	5000-5999	12,055,190	12,054,940	485,160	4.02%
Capital Outlay	6000-6999	5,670,101	5,670,101	70,685	1.25%
Payments to Students	7500-7699	879,354	1,991,673	90	0.00%
Total Expenditures		\$ 93,781,189	94,893,508	3,235,646	3.41%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ -	-	-	
Other Transfers	7400-7499	-	-	-	
Total Other Uses		-	-	-	
TOTAL USES OF FUNDS		<u>93,781,189</u>	<u>94,893,508</u>	<u>3,235,646</u>	3.41%
LOCATION OPERATING BALANCE		<u>\$ 1,000,000</u>	<u>1,000,000</u>	<u>7,232,674</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 1,000,000</u>	<u>1,000,000</u>		

NOTE: As of July 31, 2017 actual revenues to date were **11.89%** and actual expenditures to date were **3.71%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of August 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	2,632,479	112,865	4.29%
State Sources	8600-8699	70,069,588	69,629,407	3,096,057	4.45%
Local Sources	8800-8899	255,319,299	256,871,799	17,300,748	6.74%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	329,133,685	20,509,670	6.23%
FISCAL AGENT PASS THROUGH	8970-8979	4,528,571	4,528,571	378,151	8.35%
INCOMING TRANSFERS	8980-8989	6,446,040	6,446,040	-	0.00%
TOTAL SOURCES OF FUNDS		\$ 409,696,057	410,808,376	91,587,901	22.29%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	95,455,837	3,559,567	3.73%
Classified Salaries	2000-2999	59,257,036	59,242,036	4,127,258	6.97%
Employee Benefits	3000-3999	61,420,772	61,420,772	5,978,037	9.73%
Supplies & Materials	4000-4999	9,360,109	9,367,844	538,234	5.75%
Services & Other Operating	5000-5999	43,630,360	43,401,410	5,192,864	11.96%
Capital Outlay	6000-6999	15,603,835	15,815,050	760,880	4.81%
Payments to Students	7500-7699	3,467,749	4,580,068	115,604	2.52%
Total Expenditures		\$ 288,170,698	289,283,017	20,272,444	7.01%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,235,000	1,235,000	443,917	35.94%
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	-	0.00%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	(79,538)	0.00%
Total Other Uses		80,519,412	80,519,412	364,379	0.45%
TOTAL USES OF FUNDS		368,690,110	369,802,429	20,636,823	5.58%
ENDING FUND BALANCE		\$ 41,005,947	41,005,947	70,951,078	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 23,847,231	23,847,231		
Reserve for Economic Uncertainties		13,858,716	13,858,716		
College Reserves for Economic Uncertainties		3,300,000	3,300,000		
TOTAL RESERVES		\$ 41,005,947	41,005,947		

NOTE: As of August 31, 2017 actual revenues to date were **26.20%** and actual expenditures to date were **8.78%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of August 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	6,145,823	6.07%
Restricted Budget Allocation		45,338,840	45,338,840	3,994,744	8.81%
Total Revenue		146,646,222	146,646,222	10,140,567	6.91%
INCOMING TRANSFERS	8980-8989	3,796,040	3,796,040	-	0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 167,327,864</u>	<u>167,327,864</u>	<u>27,026,169</u>	16.15%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 58,033,926	58,058,926	2,107,792	3.63%
Classified Salaries	2000-2999	30,774,599	30,759,599	2,062,221	6.70%
Employee Benefits	3000-3999	33,816,018	33,816,018	4,025,105	11.90%
Supplies & Materials	4000-4999	7,377,701	7,385,186	337,543	4.57%
Services & Other Operating	5000-5999	21,729,991	21,501,291	2,061,967	9.59%
Capital Outlay	6000-6999	9,822,234	10,033,449	436,228	4.35%
Payments to Students	7500-7699	2,588,395	2,588,395	108,603	4.20%
Total Expenditures		<u>\$ 164,142,864</u>	<u>164,142,864</u>	<u>11,139,459</u>	6.79%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 885,000	885,000	443,917	50.16%
Other Transfers	7400-7499	-	-	-	
Total Other Uses		<u>885,000</u>	<u>885,000</u>	<u>443,917</u>	50.16%
TOTAL USES OF FUNDS		<u>165,027,864</u>	<u>165,027,864</u>	<u>11,583,376</u>	7.02%
LOCATION OPERATING BALANCE		<u>\$ 2,300,000</u>	<u>2,300,000</u>	<u>15,442,793</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,300,000</u>	<u>2,300,000</u>		

NOTE: As of August 31, 2017 actual revenues to date were **23.89%** and actual expenditures to date were **9.88%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of August 31, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	5,486,178	8.33%
Restricted Budget Allocation		21,595,323	22,707,642	1,291,362	5.69%
Total Revenue		87,423,839	88,536,158	6,777,540	7.66%
INCOMING TRANSFERS	8980-8989	2,100,000	2,100,000		0.00%
TOTAL SOURCES OF FUNDS		<u>\$ 94,781,189</u>	<u>95,893,508</u>	<u>12,034,890</u>	12.55%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,258,855	33,258,855	1,245,506	3.74%
Classified Salaries	2000-2999	18,807,573	18,807,573	1,301,047	6.92%
Employee Benefits	3000-3999	21,234,208	21,234,208	2,538,562	11.96%
Supplies & Materials	4000-4999	1,875,908	1,876,158	189,677	10.11%
Services & Other Operating	5000-5999	12,055,190	12,054,940	1,023,073	8.49%
Capital Outlay	6000-6999	5,670,101	5,670,101	290,773	5.13%
Payments to Students	7500-7699	879,354	1,991,673	7,001	0.35%
Total Expenditures		\$ 93,781,189	94,893,508	6,595,639	6.95%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ -	-	-	
Other Transfers	7400-7499	-	-	-	
Total Other Uses		-	-	-	
TOTAL USES OF FUNDS		<u>93,781,189</u>	<u>94,893,508</u>	<u>6,595,639</u>	6.95%
LOCATION OPERATING BALANCE		<u>\$ 1,000,000</u>	<u>1,000,000</u>	<u>5,439,251</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 1,000,000</u>	<u>1,000,000</u>		

NOTE: As of August 31, 2017 actual revenues to date were **16.26%** and actual expenditures to date were **11.20%** of the revised budget to date.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending July 31, 2018 (EXHIBIT A).

For July, the portfolio was composed of 49.9% Common Stocks (Domestic and International) and 50.1% Fixed Funds (Bonds). The portfolio's performance increased 1.14%, ending with a fair market value of \$117,809,747 and an annualized return of 5.81%.

August 13, 2018

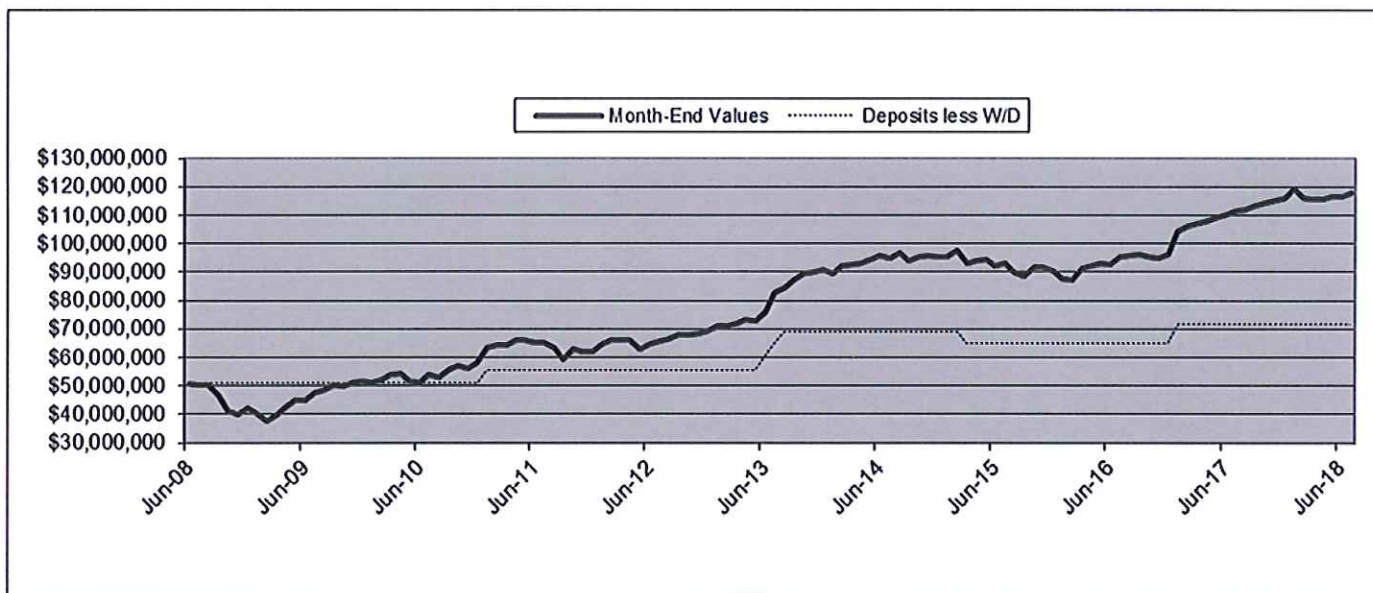
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

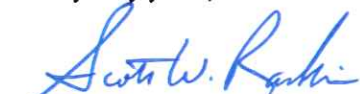
With a fair market value on July 31st of \$117,809,747.10 your portfolio's performance was up 1.14% for the month and up 5.81% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (49.9%) and fixed income funds (50.1%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>July 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	1.14%	1.36%	5.81% annualized return
S&P 500	3.72%	6.47%	10.48% (Domestic Stocks)
MSCI EAFE	2.46%	-0.36%	3.07% (International stocks)
Barclays Aggregate	0.02%	-1.60%	3.70% (Domestic Bonds)
Barclays Global	-0.17%	-1.63%	2.54% (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
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
September-17	\$ -	\$ 71,676,602	\$ 113,277,751
October-17	\$ -	\$ 71,676,602	\$ 114,061,414
November-17	\$ -	\$ 71,676,602	\$ 115,163,531
December-17	\$ -	\$ 71,676,602	\$ 116,227,289
January-18	\$ -	\$ 71,676,602	\$ 119,034,135
February-18	\$ -	\$ 71,676,602	\$ 115,906,436
March-18	\$ -	\$ 71,676,602	\$ 115,625,568
April-18	\$ -	\$ 71,676,602	\$ 115,818,885
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
July-18	\$ -	\$ 71,676,602	\$ 117,809,747
	\$ 71,676,602		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

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

Chancellor, College Presidents and Student Government written reports are included with this item for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

DATE: September 24, 2018
TO: Members of the Board of Trustees
FROM: Kathleen Burke, Ed.D., Chancellor
SUBJECT: District Services Report for September 24, 2018 Board of Trustees Meeting

Letters sent to Governor Brown Urging Support

I sent two letters to Governor Brown on behalf of the District this month:

- The first urged the Governor's signature of AB 3101, a measure that will revise and simplify the California Community College online application to makes it easier to apply for admission to any state community college. The bill also exempts a student seeking to enroll exclusively in noncredit courses from community college residency classification requirements.
- The second letter was to request the Governor's support for the creation of a Community College Teacher Credentialing Partnership Pilot Program. This bill would authorize the CTC in coordination with the State Chancellor's Office to award up to three grants of up to \$500,000 each to collaboratives formed for the purposes of offering one or more teacher credentialing programs at participating community colleges. As you know, SOCCCD is already highly committed to this issue through our "College Center for Teaching Pathways" program at Saddleback.

SOCCCD Among First in Orange County to Close its Fiscal Year Budget! For the second year in a row, and the fourth time in the last seven years, SOCCCD was the first off-line district in the county to close the fiscal year. Although it was a challenging year with new staff and critical vacancies, the district services and colleges' fiscal staffs worked diligently to get the job done. This award comes with a pizza party hosted by the Orange County Department of Education.

All SOCCCD Business Services Management Positions Have Been Filled!

Over the past few months, Business Services has been busy filling critical positions. We are proud to say that all of our management positions are now filled. Please welcome our new management team members:

- **Medhanie Ephrem:** Director, ATEP Site Development
- **Nicholas Newkirk:** Purchasing and Contracts Manager
- **Mary Opel:** Director of Facilities Planning
- **James Steeves:** Central Services Manager
- **David Yang:** Assistant Director Fiscal Services

Trustee David Lang - Guest Interview on Laguna Woods TV

On Wednesday, September 5th, Trustee David Lang appeared on the Laguna Woods TV show. During his interview he covered the following topics:

- Recognized Saddleback College's 50th Anniversary
- Welcomed new full time faculty and announced new programs
- Provided an update on the 2018-2019 District Budget
- Recognized the 10th Annual Veterans Resources Fair



Mandatory Training for Management Staff

The Vice Chancellor of Human Resources and the Executive Director of Human Resources have begun mandatory training sessions for all management team members. The most recent were:

- An information session on the ***CSEA Contract Changes***
- A comprehensive training session titled ***Managing for Success***.

The sessions were offered at Saddleback College on July 27 and Irvine Valley College on August 29. Management Team members were required to attend **one CSEA Contract Changes** information session and **one Managing for Success** training session at either location. The total attendance for both days was 124.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Jim Buysse, Interim President

SUBJECT: Report for September 24, 2018 Board of Trustees Meeting

National Science Foundation Awards \$9.9 Million to Saddleback College

Thanks to a \$9.9 million award from the National Science Foundation (NSF), Saddleback College will be a leader in the effort to educate and train a more diverse science and engineering workforce. Chemistry Professor Jim Zoval will serve as the Principal Investigator for this prestigious award, and Mathematics, Science, and Engineering Dean Art Nitta will serve as co-Principal Investigator. Sarah Miller at the University of Colorado-Boulder will serve as the Principal Investigator for the university's portion of this collaborative research. The Grants Office staff including Director Roxanne Metz and Grants Analysts Catherine Arreguin and Emmanuel Smith led the effort to secure this award in the first round of available funding.

As the first community college in the nation to be given an award under the NSF INCLUDES (Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science) Program, the college will be implementing programs to assist the scientific community in its effort to transform science, technology, engineering, and mathematics (STEM) education and career pathways at the national scale, making them more widely inclusive of minority groups.

Recent studies show that if the United States is to maintain its status as a global leader in science, the nation must address the need to broaden participation in STEM within a single generation. The Census Bureau projects that by 2050, 53 percent of the population will be comprised of minorities; yet only 30 percent of those currently working in science and engineering are minorities. The nation's community colleges, with 7.2 million enrolled students, represent a diverse pool of next generation STEM workers. The STEM Core model provides access to STEM pathways for remedial students, disproportionately from underrepresented groups, by incorporating math acceleration, contextualized learning, intensive support, and internships and will thereby increase the diversity and size of the pool of community college students advancing to calculus to pursue high-growth, high-wage STEM career opportunities.

In addition to providing funds for students to participate in internships at NASA Jet Propulsion Laboratory, Lawrence Livermore National Laboratory, and other national laboratories, the award, which was built upon the Bridge2Engineering prototype, will support the expansion of the STEM Core Initiative to 30 colleges throughout the nation, provide professional development for faculty and counselors, coordinate meetings between regional and national to share best practices, and collect data to analyze student outcomes and program efficacy.

Saddleback College and Capistrano Unified School District Discuss Continued Collaboration

Saddleback College hosted a successful planning meeting with the executive leadership team from

Capistrano Unified School District (CUSD) on Thursday, September 6 to determine next steps for our K-14 Pathways. Discussion topics included Out of School Time for Pre-K through 8th, Early College Credit for 9th through 12th, and the Saddleback College Promise Program.

The administrators in attendance from CUSD were Kirsten Vital, Superintendent; Clark Hampton, Deputy Superintendent of Business and Support Services; Susan Holiday, Associate Superintendent of Education Services; Josh Hill, Assistant Superintendent of Curriculum and Instruction; Pati Romo, Executive Director of CTC, Education; Greg Merwin, Associate Superintendent of Student Support Services; and Tim Brooks, Associate Superintendent of Human Resource Services. In attendance from Saddleback College were Dr. Jim Buysse, Vice President for Instruction Tram Vo-Kumamoto; Vice President for Student Services Juan Avalos; Interim Vice President for Administrative Services Jo Ann Higdon; Assistant Vice President for Community Education, Emeritus, and K-12 Partnerships Karima Feldhus; Dean of Business Science and Economic and Workforce Development John Jaramillo, Assistant Dean of CTE Kari Irwin, Director of Marketing and Communications Jennie McCue; and Office of the President Manager Ryan Brook.

50th Anniversary Celebration Update

To date, nearly 1,000 faculty, staff, and administrators have received their 50th celebration commemorative t-shirts, and 40 divisions and departments are scheduled to host a booth on the quad on September 24 from 10:00 am to 2:00 pm. In recognition of their work and dedication to the college, all faculty, staff, and administrators will be served a complimentary lunch as part of the festivities. The college launched a *Tell Us Your Saddleback Story* communications campaign to encourage former students, faculty, and staff to submit their Saddleback memories. Individuals are able to upload their stories in writing or in video format to saddleback.edu/50th. As a result of the *Tell Us Your Saddleback Story* campaign, the first Saddleback College homecoming queen, Linda Polese, submitted her story. Ms. Polese will be joining President Buysse at the celebratory cake cutting ceremony on the quad at 10:30 a.m. on September 24. Following the cake cutting, Dr. Buysse will host a luncheon for eight original faculty members and their guests. Many retired faculty and staff have informed the college of their availability to attend the celebration.

Nursing Program Named Second in Nation by *Washington Monthly*

Congratulations to the Saddleback College Nursing program, which was ranked second in the nursing category of the 2018 *Washington Monthly College Rankings*. The annual publication rates colleges and universities throughout the nation based on their contribution to the public good in three categories: social mobility, research, and public service.

Automotive Technology Program Awarded Accreditation

The Automotive Technology program received official notice that its National Automotive Technology Education Foundation accreditation has been awarded. In its notification letter, NATEF said the program meets the strict industry standards required for accreditation and complimented the program for attaining the level of excellence recognized by the NATEF.

Division of Health Sciences and Human Services to Host Students from Iken College of Japan

On October 13 Saddleback College and the HSHS division will host students from Iken College, which is the largest vocational education provider in Japan with eight campus locations.

Paramedic faculty and students, campus police, and Saddleback first responders will introduce paramedic students from Iken College to the roles and responsibilities of paramedics in the United

States. They will lead the Japanese paramedic students through a mock mass casualty event and be introduced to air operations and flight rescue by Orange County Fire Authority.

Saddleback faculty from nursing, child development and nutrition will provide Iken child care, pharmacy, and medical business students instruction and simulated practice on topics ranging from nutrition, health, safety, infant and child first aid, and emergency response to injury.

This event has been made possible by Israel Dominquez, Director of Economic and Workforce Development, through contact education.

Student Athlete Success

Seven of Saddleback College's 10 athletics teams from the Spring 2018 semester had an overall team GPA of 3.0 or higher. The women's tennis program posted a school-record with a 3.73 team GPA in the spring, followed by women's swimming and diving (3.57), and women's beach volleyball (3.23). The Gaucho baseball, softball, men's golf, and men's swimming and diving teams were all above a 3.0 team GPA.

Upcoming Events

Homecoming Football Game vs. Mt. San Antonio College: Saturday, September 29, 6:00 pm

Respectfully Submitted,



Jim Buysse
Interim President



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GR*

DATE: September 13, 2018

SUBJECT: President's Report for the September 24, 2018 Board of Trustees Meeting

Laser Week Hits Record Attendance

The week before classes began, IVC welcomed 844 new students to Laser Week, an introduction to life at IVC. Now in its fourth year, the signature welcome week saw a 40% increase in attendance over 2017, allowing the college to serve over 200 additional students as they prepare for life at IVC. The three-day event featured a different theme each day, focusing on academic success, student support services and extracurricular involvement opportunities. Students participated in workshops, panel discussion sessions, campus tours and lunch with faculty and staff as they got to know the IVC campus and community.



Local Teens Support IVC's Food Resource Center

The IVC Food Resource Center recently got a boost after a donation from the Assisteens – the teenage auxiliary of the Assistance League of Irvine. The \$15,000 donation from the Assistance League provided a new reception desk and seating, a TV monitor for nutrition training, two computer stations that assist students with enrolling in CalFresh, and filled the food shelves. In addition, the Assisteens also helped stock shelves and compile food bags in anticipation of the start of the fall semester.



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

UCI-IVC Restart Program Summit

On September 7, IVC and UCI held a joint summit to discuss ways to increase the number of students transferring to UCI. IVC Vice President for Student Services Linda Fontanilla joined UCI's Dean of Continuing Education and Vice Provost of Career Pathways Gary Matkin welcomed attendees to the half-day summit held at IVC. The day's agenda included presentations from UCI representatives on their impacted and non-impacted programs as their online programs. IVC faculty and administrators presented on Guide Pathways, Dual Enrollment/Early College, the IVC Promise and Transfer Agreements.

Interactive Media Arts Professor Patricia Beckmann premieres film at Supernova

On September 22, IVC Professor of Interactive Media Arts Patricia Beckmann Wells premiered her film, Propolis, part 7 at the Supernova animation competition in Denver. The Supernova Invitational focuses on the latest advances in digital animation as art and is presented free to the public on large-scale LED screens in the heart of Denver, Colorado.

IVC Welcomes Two New Cohorts to the Fall Semester

The fall semester marks the start of two new programs to IVC. The first, the UCI-IVC Engineering Academy is a partnership between Irvine Valley College (IVC) and the University of California, Irvine's (UCI) Samueli School of Engineering. The inaugural cohort of 35 students started the program this fall. Successful completion of the 2-year program will grant them admittance to the UCI Samueli School of Engineering.

A group of 122 Irvine Valley Promise students were welcomed to IVC this semester. Just before the start of the semester, the students participated in Laser Week as well as an orientation dinner. In addition to meeting IVC faculty and staff, the orientation also introduced them to the services available to them to help them successfully complete the program.



Mock Interviews

On Friday, September 14, IVC hosted its fifth annual Mock Interview Sessions, which was attended by 45 IVC students. The program is a partnership with the Irvine Rotary Club, Brandman University and the IVC Career Center. The program is designed to give students an opportunity to learn more about what is expected of them when applying for positions and allows them to go through a mock interview process with industry professionals. Students receive immediate feedback and gain valuable insight in the resume and cover letter writing process, as well as networking.



IRVINE VALLEY COLLEGE

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TO: Kathleen F. Burke, Chancellor and Members of the Board of Trustees

FROM: Matthew Rosborough, President
Associated Student Government (ASG) of Irvine Valley College (IVC)
MR

DATE: September 13, 2018

SUBJECT: ASG of IVC Report for September 24, 2018 Board of Trustees Meeting

Laser Week

The Laser Week event was held from August 15-17. Student leaders applied their newly acquired training skills they received during the Pre-Fall Leadership Training August 5-10. The sixteen ASG of IVC senators co presented academic school orientations with faculty. Returning student leaders led tours for incoming students around campus, worked shifts throughout the event and served as ushers for morning and evening sessions. The Public Relations committee created two videos highlighting the campus and helped organize the club fair on Thursday, August 16, which showcased 12 different student clubs on campus. All in all Laser Week helped student leaders understand their role as representatives of student leadership and highlighted the importance of meaningful relationships between faculty and ASG of IVC.

Preparations for the Upcoming Year

ASG of IVC is in the process of recruiting new commissioners, senators, and executives, to have a full slate of officers for the year. For the first time, applications will be available online. ASG committee directors are compiling responsibilities for commissioners and working closely with our advisors and assisting them in committee conduct. Office work hours, committee meeting times, and selections for campus committee representatives are being finalized to fully prepare ASG of IVC for a successful and productive year.

All Student Leader Development

Leadership development meetings are scheduled for every 1st Friday of the month 3-5:30pm. The first topic will address campus safety. This will bring students leaders together into a cohesive and more productive governing body. Student leaders will be informed of parliamentary procedures and responsibilities while working office hours. The annual fall student leadership retreat on September 28-30 at Camp Cedar Glen is being planned. The executive cabinet will be in attendance at the California Community College Student Affairs Association (CCCCSAA) leadership development conference, October 12-14 at the Sheraton LAX in Los Angeles.

Club Day

The semi-annual event is hosted by Inter-Club/Co-Curricular Council (I4C). This year it will take place on Wednesday, September 5 from 11:00am – 1:30pm in the SSC Quad. New and returning clubs and programs introduce information to all students regarding events, activities, services and resources.